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The Solicitors' Journal.

LONDON, MAY 6, 1871.

THE BLOCK in Vice-Chancellor Malin's court got into Parliament this week. Mr. Samuelson asked a question upon the subject, and the Attorney-General in reply put the matter very mildly : "He understood there had been some accumulation of causes, but he understood also that it arose in a great degree from exceptional causes."

The fact is that this court is week by week getting through a small amount of work, in consequence of which business is falling into arrears, and suitors and lawyers grumble. The Queen's Counsel who practise in Vice-Chancellor Bacon's court must be making small incomes just now. Sir R. Collier is in duty bound to stand up for what his Government has brought about; but the "exceptional causes," are that the Government have saved money by making one judge preside over two courts, in consequence of which justice suffers in each court. Vice-Chancellor Bacon, like Vice-Chancellor Kindersley in his latter years, is not in any case a quick judge, and he cannot, on account of his Bankruptcy duties, sit more than five days in Chancery, where the other Vice-Chancellors sit six; and consequently the Chancery business falls into arrear. In Bankruptcy, on the other hand, the Chief Judge, sitting only one day in the week, is obliged to be represented on other days by his subordinates, the Registrars, who are thus entrusted with the decision of questions too important to be left to anyone but the Chief Judge himself. Recently the Lords Justices, in reversing one of the Registrars decisions, remarked that it was much to be regretted that such questions should be left to officers intended to discharge merely ministerial duties; but, of course, the judge cannot be in two places at once. We must guard ourselves against being supposed to express any dissatisfaction with the judge himself. What we do complain of is, that the Government should insist on his performing as a judicial Ducrow.

OUR READERS will remember the case of *Bubb* v. *Yelverton* (18 W. R. 512), decided by the Master of the Rolls last year, in which his Lordship admitted a claim against the estate of the late Marquis of Hastings on a bond which was given in consideration of the Marquis's ring creditors forbearing to turn him out of the Jockey Club. A somewhat similar case came before his Lordship on Thursday last, on a claim by Lord Charles Ker, in the same administration, for £850, being a sum which he had paid in discharge of some bets, which he had made at the request of the Marquis. In commenting on the former case (14 S. J. 608), we mentioned that it had been held in *Knight* v. *Cambers* (15 C. B. 562) that where a man has lost a bet to another, and he requests a third person to pay it for him, and the third person does so, the party so paying can sue for the money. That case of course virtually governed the present, for as the Marquis gave the claimant authority to make bets for him, that necessarily gave him authority to pay them. There was, however, evidence that the Marquis had given the claimant express authority to pay the bets, both before and after they became due, so that the case decided no new point of law. Still it is one that deserves attention, as it is calculated to bring into public notice the fact that bets are not quite such illegal transactions are they are commonly supposed to be.

THE *Saturday Review* has been writing articles, a little rank, on what it calls "alcoholism" in various departments of English society. First came "Drawing-room Alcoholism," on lady-tipplers; while a few weeks ago, in a paper entitled "Counting-house Alchoholism," it was alleged that City men, as a class, are succumbing to a confirmed habit of tippling during business hours. On these hints, our contemporary, the *Law Times*, took occasion to publish some odd remarks of its own. Lawyers, it seems, are tipplers. The uncontradicted statements of the *Saturday Review* "would in many cases apply with considerable force to the solicitor's office, and may we not add, to some barrister's chambers?" "It is rather difficult to know to what to attribute the increased frequency with which the sherry bottle becomes the object of interest in legal business;" and there are barristers in whose chambers "the sherry bottle, and the beer barrel, play an important part, the beer barrel being reserved for attorney's clerks in criminal cases." These practices, the *Law Times* believes "to be too deeply rooted to be effected by discussion." "Perhaps, if the bar took the initiative in this respect, gave up alcoholism itself, and discouraged it in clients, something might be done. We feel, however, that this is asking more than we expect."

These singular observations actually appeared in print, and the incredulous reader will find them in the *Law Times* of April 22. But this is not all. The *Law Journal*, in its issue of the week following, treats this view of the legal profession as a real live foe to be combatted and disproved, and gravely addresses itself in turn to show that lawyers are not tipplers in chambers, in fact, if they were they could not do their business. Finally, the *Globe* of Wednesday last got hold of the matter, and after citing the remarks of our two contemporaries, observed—"When doctors of such experience differ so widely, who is to decide? Perhaps the one remaining organ of the profession, the *Solicitors' Journal*, may be able to throw some light upon the subject." We cannot throw any light upon the subject. It is new to us.

AN EX-DIRECTOR of the Contract Corporation this week followed Mr. Hakin's example in *Re Smith, Knight & Co.* (17 W. R. 758, L. R. 8 Eq. 23), in refusing to attend and be examined before the special examiner in the winding up, upon the ground that he had not consented to the appointment, and was entitled to be examined, either before the regular examiner, or before some special examiner upon whom he and the liquidators could agree. The only distinction between the two cases was, that Mr. Hakin was summoned to be cross-examined upon an affidavit filed by him in the matter of the winding up, and Mr. Bateman was summoned to be examined as a person deemed capable of giving information respecting the affairs of the company, under section 115 of the Companies Act, 1862. This was a distinction without a difference, and the Master of the Rolls directed the summons to stand over to enable the liquidator and Mr. Bateman to agree upon a special examiner; adding, as he did in *Hakin's case*, that if the parties did not agree, he would appoint a special examiner himself.

It seems to have been admitted on both sides that for Mr. Bateman to attend and be examined before the regular examiner was out of the question, on the ground that his evidence could not be taken within a reasonable time. The Master of the Rolls, as will be seen by the report of the case below, recognised the fact, which the profession has long ago recognised, that the regular examiners are not enough to do the business. We of course are to be understood not as imputing any blame to the

present examiners of the court, but to the system which deliberately provides an inadequate staff for the purposes of justice. The result is, that in every heavy winding-up, a special examiner is appointed, almost of course, upon evidence that the regular examiner cannot take the evidence within a reasonable time. Then comes the difficulty, that any witness is entitled to refuse to go and be examined before a special examiner to whose appointment he has not consented, which must lead to the appointment of another special examiner for the witness who refuses to attend: since you cannot, at the commencement of the winding-up, when the special examiner is appointed, ascertain whom it will be necessary to examine.

When the United States Supreme Court gave their decision in the Legal Tender case, it was said that the Government made no secret of their intention to provide for future occasions some more subservient judges than Chief Justice Chase and those whose who followed him. The Supreme Court was induced last year to consent to rehear the matter, and the *Times* correspondent informs us this week that the argument has taken place and the Supreme Court, by a majority of five to four has reversed its former decision, Chief Justice Chase voting in the minority.

THE BANKRUPT PEERS ACT.

The Lord-Chancellor's bill for disqualifying bankrupts from sitting in the House of Lords has now been printed. That the character and credit of that House required some such protection as this bill is intended to afford will hardly be doubted; and many will probably be inclined to think that the bill might well have gone a step further than it does go. In substance what it does provide is simply that no one shall be able to sit in the House of Lords while proceedings in bankruptcy are pending against him; but that on the termination of the proceeding, his privilege shall revive.

The bill purports to apply the same rule to all peers entitled to sit in Parliament, Irish and Scotch representative peers as well as peers of the United Kingdom. But, owing to the difference in the bankrupt laws in the several parts of the United Kingdom, it seems clear that very different results must really follow. A peer is to be deemed to have become bankrupt, as to England, when he has been adjudged bankrupt, or a special resolution of his creditors for the liquidation of his affairs by arrangement has been passed; as to Scotland, when a decree for sequestration has been pronounced; as to Ireland, when he has been adjudged bankrupt, or has filed a petition for arrangement under the superintendence of the Court. In England and in Scotland the laws of bankruptcy apply both to traders and non-traders; and therefore any English or Scotch peer committing an act of bankruptcy may, at the instance of a creditor, be made bankrupt, and so incur the disabilities imposed by the Act. But the Irish bankrupt law applies only to traders. It follows therefore that an Irish peer cannot be brought within the operation of the Act unless he is a trader, or chooses to expose himself to its penalties by filing a petition for arrangement, or by reason of residence or otherwise is subject to the operation of the English or Scotch law of bankruptcy. And as to the English Court, at least, we have before pointed out in these columns how difficult it is to say what conditions are necessary to give jurisdiction. The result is that an impecunious Irish peer, who can neither pay his debts nor induce his creditors to accept a composition upon them, may, subject only to the qualifications of which we have spoken, retain his seat in Parliament in defiance of his creditors. An English or Scotch peer in the same unfortunate condition may be made bankrupt, and so deprived of his seat.

This bill, if we may judge from the discussion upon its second reading, was intended by its framers substantially to assimilate the law affecting a peer to the law affecting a member of the House of Commons; but in fact the rules which it proposes to introduce differ in many material particulars from those applicable to the House of Commons. In each case the member adjudged a bankrupt would be by express enactment prohibited from sitting or voting. In this bill it is proposed to make the attempt to sit or vote in disobedience to this provision a contempt to be dealt with as the House may think fit. There is no express provision to this effect as to the House of Commons; but it must, we should think, be a contempt of that House for anyone to sit and vote who is not entitled to do so. And, if so, this difference is not material. Again, the Court of Bankruptcy is not, in the case of a member of the Commons House, bound to certify his bankruptcy to the Speaker until twelve months have elapsed without his having annulled the bankruptcy or fully paid or satisfied his creditors. As to a peer it is proposed that the court shall certify the bankruptcy immediately upon adjudication. This difference also is probably not a very material one. It is hardly likely that the bankruptcy of a member of Parliament could at all often escape notice and the law be broken by his sitting or voting; though, in one instance, it certainly did happen that a bankrupt sat and voted in the House of Commons for several months. The proposed drocedure under the bill is, however, an improvement.

The most material differences between the rule as to the House of Commons and the proposed rule as to the House of Lords are as to the terms upon which the disabilities of bankruptcy may be removed, and as to the ultimate consequences if those terms are not complied with. A member of the House of Commons who does not, within twelve months of the adjudication, either annul his bankruptcy or *fully pay or satisfy* his creditors, vacates his seat, and a new writ issues. But as to a peer of the United Kingdom, it is proposed that he shall regain his right to sit and vote if his bankruptcy is annulled or he is *duly discharged* from his debts. And in England (as to which it is most important to consider the proposed law) a bankrupt obtains his discharge on paying ten shillings in the pound, or on a resolution of his creditors granting him his discharge after a less payment than ten shillings in the pound. As to a representative peer it is proposed that be shall forfeit his seat, and a new election shall be held unless within twelve months, he annul his bankruptcy or obtain his discharge. According to the Lord Chancellor's view, therefore, a payment of ten shillings in the pound is enough to purge the offence of bankruptcy in a peer, though it takes twenty shillings in a member of the Common's House. This is the point in the bill which seems to us most open to objection. On the other hand (and this was probably present to the mind of the Chancellor when he adopted the scheme of which we have just spoken), when a member of the House of Commons who has failed to purge his bankruptcy within twelve months forfeits his seat at the end of that time, his punishment is completed, and his disabilities are at an end; he is eligible for re-election if any constituency chooses to elect him. But in the case of a peer it is proposed that his disability shall continue as long as his bankruptcy, however long that may last. And in the case of an Irish or Scotch peer bankruptcy is to disqualify for election as a representative peer. And again an adjudication of bankruptcy against a man before he became a peer is to disqualify him from sitting or voting if he become a peer pending his bankruptcy; while it is otherwise, as we have seen, in the House of Commons.

One remarkable feature in the bill is, that it is proposed to make it retrospective in its operation, by excluding from the House of Lords bankrupt peers whose bankruptcy has occurred before the passing of the Act. Under most circumstances retrospective legislation is highly objectionable. But a voice in Parliament is not a right of property, but a public trust. And it concerns the public that a trustee who has become unfit to exer-

cise his trust should be removed. This public interest must override all private considerations.

The Act is, we suppose, sure to pass, and with but little alteration. It is not perfect, and we have pointed out some of its shortcomings. But it will probably, in substance, secure the object for which it is intended, and prevent the recurrence of a scandal which might have become serious.

THE LAW AS TO ARTIFICIAL WATERCOURSES.

As Sir John Leach explained in *Wright* v. *Howard* (1 S. & S. 203), the proprietor of each bank of a natural stream is the proprietor of half the land covered by the stream, but there is no property in the water. Every proprietor has an equal right to use the water which flows in the stream, and, consequently, no proprietor can have the right to use the water to the prejudice of any other proprietor. Without the consent of the other proprietors who may be affected by his operations, no proprietor can either diminish the quantity of water which would otherwise descend to the proprietors below, or throw the water back upon the proprietors above. Every proprietor who claims a right either to throw the water back above or to diminish the quantity of water which is to descend below, must, in order to maintain his claim, either prove an actual grant or licence from the proprietors affected by his operations, or must prove an uninterrupted enjoyment for twenty years.

Totally different from this is the law as to artificial streams. The water of a natural stream belongs to no one; the right of using it, subject to the right of other proprietors to use it, and subject to any easements in the water, is, in the language of Mr. Justice Story, an incident annexed by operation of law to the land itself, treated as arising *ex jure naturæ* (*Tyler* v. *Wilkinson*, 4 Mason U. S. Rep. 397), as Chief Justice Whitlocke laid down in the leading case of *Sury* v. *Pigot* (Poph. 169). But the water of an artificial stream, flowing over the land of the person by whom it is caused to flow, is the property of that person, and is not subject to rights or liabilities in respect of any other persons whatsoever (*Sampson* v. *Hoddinott*, 5 W. R. 230, 1 C. B. N. S. 590.). It cannot, of course, be made to flow upon the land of a neighbour without his consent in the first instance; but a right so to make it flow may be acquired by prescription as well as by agreement (*Ivimey* v. *Stocker*, 14 W. R. 743, L. R. 1 Ch. 396). Where water is so made to flow upon the land of others the rights of parties in it depend on whether the stream was originally meant to be of a permanent character or depends upon temporary circumstances.

A right to the flow of water along an artificial channel cannot be acquired by prescription, unless circumstances show it was intended to be of a permanent character. Where the flow of water is intended to be of a permanent character, it becomes subject to the law of prescription in the same manner as a natural watercourse; and enjoyment and acts, which, without the existence of an easement, would be tortious, may be evidence of the right to the use of water, although it flows through an artificial channel (*Beeston* v. *Weate*, 5 El. & Bl. 986). In *Magor* v. *Chadwick* (11 A. & E. 571) the law was taken to be the same as regards all watercourses, artificial as well as natural, apart from special custom; as if a right to the enjoyment of water in an artificial channel might be got by twenty years user, irrespective of the circumstances under which the channel was made. This is inconsistent with *Arkwright* v. *Gell* (5 M. & W. 203) and the recent decision in *Gaved* v. *Martyn* (19 C. B. N. S. 732) reaffirms the old doctrine as to the distinction between rights in natural and artificial streams.

In *Arkwright* v. *Gell* a millowner claimed a right to the flow of water discharged from a mill. The claim was founded on alleged user, and it was held that the mining owner, who, for upwards of twenty years, had discharged the water from his mine into the stream upon which the mill stood might nevertheless divert it when deeper draining was required; for that the millowner could not have acquired a prescriptive right to the flow of the water, it appearing that the original user of the water was with notice that the supply might be discontinued. It is to be observed that the sole object of the watercourse was to unwater the mine and thus get rid of a nuisance; and if the millowner availed himself of it, he could only in reason expect to do so while the convenience of the mineowner required it. Next to this comes the leading case *Wood* v. *Waud* (3 Ex. 748), which contains a full exposition of the law on this subject, and establishes that no action will lie for the diversion of an artificial stream where it is obvious that the enjoyment depends upon temporary circumstances, and the interruption is by a person who stands in the position of a grantor.

The decisions as to agricultural drainage rest on the same foundation and are to the same effect. In *Greatrex* v. *Hayward* (6 Ex. 291), which was decided on the authority of the two last-mentioned cases, it was held that a person who for upwards of twenty years had used the water discharged by a drain from his neighbour's land had not acquired a prescriptive right to the water, so as to preclude his neighbour from altering the level of the drain for the benefit of his own land. As Baron Parke said in that case, the right of the plaintiff to an artificial watercourse, as against the party making it, depends on the character of the watercourse and the circumstances under which it was made; and in this case it was apparent, that the maker of the watercourse never intended to give the other the use of it as a matter of right. As Sir William Erle explained in *Gaved* v. *Martyn*, the user of the easement of sending on the water of an artificial stream is of itself alone no evidence that the land, from which the water is sent, has become subject to the servitude of being bound to send on the water to the land of the neighbour below . . . A party, by the mere exercise of a right to make an artificial drain into his neighbour's land, either from mine or surface, does not raise any presumption that he is subject to any duty to continue his artificial drain by twenty years user. Although there may be additional circumstances, by which that presumption would be raised or the right proved; if it be proved that the stream was originally intended to have a permanent flow, or if the party by whom, or in whose behalf, the artificial stream was caused to flow, is shown to have abandoned permanently, without intention to resume, the works, by which the flow was caused, and given up all control over the stream, such stream may become subject to the laws relating to natural streams; as was held in *Ivimey* v. *Stocker* where the stream, if originally artificial, had been permanently abandoned by the tin-bounders. A custom, however, to renew original rights which appear to have been abandoned may be set up (*Magor* v. *Chadwick*).

Such are the rights and liabilities of the person by whom the stream is made to flow with respect to the owners of the land over which it is sent. As between such owners, it appears that the proper owner may at first divert the water, but after twenty years user the lower owners acquire a prescriptive right as against the upper owners to the use of the water, subject to such right as the maker of the stream may possess to divert or stop it (*Arkwright* v. *Gell*)

We have hitherto spoken of streams which have an artificial origin, whether from mining operations, or surface drainage. We have dwelt on this branch of the subject, which is an important one, owing to the extensive rights and interests connected with it, which would be imperilled if persons could claim in such watercourses the same rights as the law recognises in the case of natural streams. Canals, however, as artificial streams, claim a share of our attention. The water in a canal is the property of the owners of the canal, that is to say, in the language of Sir William Erle, they have property in the *flumen aquæ* if not in the identical passing atoms of water (*Rochdale Canal Company* v. *King*, 14 Q. B. 122). Accordingly it was held in the last mentioned

case that an action would lie for the abstraction of water for another purpose, the act being an invasion of a private right. Had the canal been a natural stream the infringement would have been of a public right, and the remedy, if any, by information (see *Attorney-General* v. *Great Eastern Railway Company*, 18 W. R. 1187). Nor do the ordinary doctrines as to the permissive use of water apply where a canal company has for a series of years suffered another canal company at a lower level to avail themselves of the surplus water which flowed over the locks and descended to the lower level, but the company have a right to pump it up again (*Staffordshire and Worcestershire Canal Company* v. *Birmingham Canal Company*, 15 W. R. H. L. Dig. 22, L. R. 1 E. & I. App. 254) owing to the water in the canal being water accumulated under the authority of the Legislature in a species of reservoir, which the company were bound to use usefully and economically, and might use over again, if they pleased, but could not give away.

As regards pollution, the law as to artificial streams stands on a different footing. The maker of an artificial stream may stop it, if he pleases, unless it be of a permanent character; but he may not foul it while it continues to run (*Wood* v. *Waud*), though the right of fouling an artificial, as a natural, stream may be acquired by use (*Magor* v. *Chadwick*). In this respect persons on the banks of an artificial stream stand in the position of ordinary riparian proprietors. *Whaley* v. *Laing* (3 H. & N. 675) shows it to be at least doubtful whether a person who takes water from a stream under a bare licence to do so, can maintain an action for fouling the stream higher up. The opinion expressed in Gale on Easements (p. 298 n) is that he cannot.

Where the right to water flowing in an artificial channel exists, it passes upon a severance of the heritage by implication of law without any words of grant (*Watts* v. *Kelson*, 19 W. R. 338), as an easement in its nature continuous, according to the well-known definition in *Polden* v. *Bastard* (14 W. R. 198). But in this respect there is no difference between natural and artificial watercourses.

LAW REFORMS: SOME RECENT AMERICAN DECISIONS.

The latest volume of Reports of the New York Court of Appeals (42 N. Y. Rep. 3rd Hand.), contains several cases on points of considerable interest now occupying public attention in England. We propose briefly to lay before our readers some of the novel and interesting questions there discussed and decided.

1. In 1869 the New York Legislature entered upon the experiment of allowing the accused in a criminal prosecution to give evidence in his own behalf. The Act is in these few words, "In the trial of all indictments, complaints, and other proceedings against persons charged with the commission of crimes or offences, and in all proceedings in the nature of criminal proceedings in any and all Courts, and before any and all officers acting judicially, the person so charged shall, at his own request, but not otherwise, be deemed a competent witness. But the neglect or refusal of any such person to testify shall not create any prejudice against him."

It will be observed how carefully the language of the Act is framed with the purpose of avoiding the chief objections usually urged against rendering the accused a competent witness. The old tenderness of the common law with its presumption of innocence till guilt is proved, and our ancestral horror of forcing a man to give evidence against himself are treated with the utmost consideration. The prisoner is to be a competent witness at his own request, "*but not otherwise.*" And he is not to be injured, because he does not make the request: such neglect or refusal "*shall not create any prejudice against him.*"

Now, let us see the operation of this statute in the first reported case under it that has met our observation. In *Brandon* v. *The People*, the prisoner, a woman, was tried on an indictment for larceny. Evidence was given, "tending to prove the commission of the offence," and the case for the prosecution was closed. The prisoner was then offered as a witness in her own defence, and she denied the commission of the larceny. She was cross-examined by the State district attorney, and this question put to her, "Have you ever been arrested before for theft?" The question was objected to, on the usual ground, that as the accused had not put her character in issue, the prosecutor had no right to attack it. The question was allowed, *was answered in the affirmative, and the woman was convicted.*

On error it was held by the Court of Appeal that although the character of the woman, *quà* accused, was not in issue and could not be attacked, yet her credibility *quà* witness, might be impugned like that of every other witness on cross-examination. The Court declared that she was not compelled to become a witness, but having elected to do so, "she left her position as a defendant" . . . she "cannot claim the advantages of the position of a witness and at the same time avoid its duties and responsibilities." The ruling of the Court is obviously correct, and the case is of interest only as an illustration of the practical operation of the proposed reform in our own law. We need not pause to inquire whether it affords an argument in favour of the advocates or the opponents of the reform.

2. The case of *Burtis* v. *Thompson* was an action for breach of promise of marriage. The defendant had agreed to marry the plaintiff "in the fall." He told her in October that he would not perform his contract, and her action was commenced immediately. The Court held that the action was not brought prematurely, and that the plaintiff was not bound to await till the "end of the fall" before suing. Our readers will remember that this very point was decided to the contrary by the Exchequer of Pleas in July last. In *Frost* v. *Knight* (19 W. R. 77, L. R. 5 Ex. 322), it was held by Kelly, C.B., and Channell, B, that the doctrine of *Hochster* v. *Delatour* (1 W. R. 469, 2 E. & B. 678), was not applicable to promises of marriage, and in the powerful argument of the Lord Chief Baron the principle of the decision of *Hochster* v. *Delatour* was strongly attacked upon grounds which it seems very difficult to answer. The principle of that case—namely, that an absolute refusal to perform a contract, made in advance of the time fixed for performance, is in itself a breach of contract, does not seem even to have met the concurrence of Martin, B., who dissented from the judgment in *Frost* v. *Knight* solely upon the authority of *Hochster* v. *Delatour*, which he thought binding until reversed in a court of error.* It is singular that in the New York case, the Court, while giving judgment in accordance with the principle supposed to be established by *Hochster* v. *Delatour*, declared that they were "not fully prepared to concur in the judgment in that case without further consideration."

3. What is passengers luggage? In our railway law, "personal or ordinary luggage" is said by the Queen's Bench to mean that class of articles which are ordinarily or usually carried by passengers as their luggage. *Hudston* v. *Midland Railway Company* (17 W. R. 705, L. R. 4 Q. B. 366). In that case a "Spring Horse" which the traveller had with him as a toy he was taking to his child, was held not to be ordinary or personal luggage; and sketches and drawings carried by an artist were also held to be excluded by the Exchequer (*Mytton* v. *Midland Railway Company*, 7 W. R. 737, 4 H. & N. 615), while title deeds carried by an attorney shared the same fate in the Common Pleas (*Phelps* v. *London and North Western Railway Company*, 13 W. R. 782, 19 C. B. N. S. 321.) In the volume before us the case of *Dexter* v. *The Syracuse, Binghampton and New York Railway Company* is reported, and the headnote gives as the decision, that common carriers are liable for the loss as baggage, "of articles designed for the personal use of the passenger and members of his family,

* For an extended comment on *Frost* v. *Knight*, see *ante* p. 114.

when they are of a kind customarily carried as baggage, though not intended to be used and not necessary *for use on the journey*." In this case the defendant who lived in a country town put into his trunk at New York as his baggage on his return home articles of wearing apparel not only for himself, but for his wife and other members of his family, including the materials for two dresses for his wife, and also the materials for a dress for his landlady. The Court held all the articles to be his "baggage," except the dress purchased for the landlady.

4. The last case which we can notice in this volume is reported in the appendix, and is interesting with reference to recent and to prospective legislation upon the subject of married women's property. In New York the Married Women's Act of 1862, provides "That any married woman may enter into any contract in reference to her separate property, and while married may sue and be sued in all matters having relation thereto, in any of the courts of this State, in the same manner as if she were sole." The construction of this statute was the subject in controversy in the case of the *Corn Exchange, Company* v. *Babcock*. The defendant, a married woman whose husband and son were both insolvent, endorsed on a note given by them these words, "for value received I hereby charge my individual property with the payment of this note." She received personally no consideration for signing this agreement. The Court held that she was liable in an action on the note, and that an ordinary judgment for the amount of the note was proper. The principles established are that when a married woman contracts in New York, she becomes liable *ipso facto* if the debt is for the benefit of her estate. If she incurs liability for another, it is required as a further condition that in the contract creating the debt she should *declare the intent to charge her separate estate*, as was done in this case by the language of the endorsement.

Whatever may be the advantages secured to married women by the modern reforms and proposed reforms designed to render their property subject to their exclusive control, nothing can be plainer than that these reforms are largely misunderstood and overrated as a safeguard against the chief danger to which a woman's property is exposed in ordinary life, the danger that it will be squandered by those under whose influence she lives, and who practise upon her weakness, or win their objects by appeals to her sympathies and affections.

THE EFFECT OF LEGITIMATION "*PER SUBSEQUENS MATRIMONIUM*" ON LEGACY DUTY PAYABLE BY ENGLISH LAW.

An interesting principle was involved in a recent case before Vice-Chancellor Stuart in regard to the rate of legacy duty payable by persons who, as *legitimati*, according to the law of their domicil, claimed to be liable as children of the testator, to the duty of one per cent. only (*Skottowe* v. *Young*, 19 W. R. 583).

The testator in this case was domiciled in France, and by his will, which operated on real estate in England, which it converted into personal estate in equity, he gave the produce of such converted realty to his children in terms which sufficiently defined them as *personæ designatæ* so that no question arose as to the capacity of the children to take the gift, although they were, in fact, *ante nati* and had been legitimated by a subsequent marriage of their parents in accordance with the law of France.

This case fell clear of the now well established principle that liability to the payment of legacy duty is governed by the domicil of the testator or intestate, and if that be abroad no duty will be payable even on legacies to persons in England (*Thompson* v. *Advocate-General*, 12 Cl. & F. 1) as the will acted on real property, the *situs* of which was in this country, and notionally converted it, *after the death*, into personal property, the doctrine of the locality of personal property being identical with the testator's domicil, and the rule established by the last case, did not apply, and the Crown therefore claimed to be entitled to legacy duty on the real estate so notionally converted. This right was not disputed. But the Crown also claimed to be entitled to the highest rate of duty, £10 per cent.; the legacies being to persons who by the law of England, it was alleged, were strangers in blood. The claim of the Crown was rested on the ground that as the Court was adjudicating on the right to real estate, the claimants must be regarded in the same light as if they were seeking to make out their title by heirship, in which case *Birtwhistle* v. *Vardill* (7 Cl. & F. 895), and *Re Don's Trusts* (5 W. R. 36, 4 Drew 194), showed that no legal relationship *quoad hoc* subsists in our law between a child legitimated *per subsequens matrimonium* and his parents. The case of *Boyes* v. *Bedale* (12 W. R. 232, 1 H. & M. 799), is, also, it was said, an authority to show that in a will of a domiciled Englishman, under a gift of a money fund (after a life estate to the father) to children of a person whose domicil, at the time of the gift, was English, but afterwards became French, and to whom a child was born, out of wedlock, during his French domicil, and was afterwards legitimated by subsequent matrimony of the parents in France; such child could not take by purchase under the name of "child," for the term children in the will of an English testator must be intended to mean such persons as the law of England regards as children—viz., such as are born in wedlock, and that "the testator cannot be assumed to know there is any other kind of child extant." In this case the Vice-Chancellor intimated, as consistency we think required, that in his opinion the language of the Statute of Distributions would be dealt with in the same way; and if an intestate died domiciled in England the division of his property must be governed throughout by English law, and no person could take by representation under that statute unless legitimated by the law of England.

This case of *Boyes* v. *Bedale* appears to be irreconcileable with a prior decision of Vice-Chancellor Stuart in *Goodman* v. *Goodman* (3 Giff. 643), and to be opposed to the inclination of the opinions of the judges and lords who argued in *Birtwhistle* v. *Vardill*; those opinions having been generally thought to import that for purposes other than succession to real estate, for purposes unaffected by the Statute of Merton—the law of the domicil would decide the question of *status*, and that the question of *status* must, for all purposes unaffected by the feudal law, as adopted and acted upon in this country, be decided by the law of the domicil (see observations of Lord Cranworth in *Shaw* v. *Gould*, L. R. 3 E. & I. App. p. 70.

In the case of *Skottowe* v. *Young* Vice-Chancellor Stuart seems to have thought that the principle enunciated in *Birtwhistle* v. *Vardill* authorised him to hold that the domicil regulates the personal *status*, so as to enable him to declare that a person who is a child by the law of the domicil is entitled, in an English Court, to the benefit of that character in exonerating him from a fiscal burden, and he held that the duty payable was only £1 per cent.

It was, we think, properly urged by the counsel for the Crown that, in such a question, it is immaterial whether the testator thought of and named the donees as his children, however important it might be as showing, their title to the fund as *personæ designatæ*; the only question here being whether the law of England can regard them as clothed with the legal status of children. Indeed, if the case be rightly decided, it must, we think be held to rest upon and be in affirmance of the doctrine that the status of legitimacy is governed by the domicil and it is difficult to see how a person can, by the same law, be legally a "child" for fiscal purposes, and not a child to take as a *persona designata*, in a gift to children, according to the ruling in *Boyes* v. *Bedale*.

The cosmopolitan spirit of our recent legislation may extend the practical importance of the doctrine affirmed by Vice-Chancellor Stuart's decision, for under the 2nd section of "the Naturalization Act, 1870," real property

of every description within the United Kingdom may now be held and disposed of by aliens, in the same manner as by natural-born subjects. The universal principle in regard to immoveables that the *lex loci rei sitæ* governs the devolution of real estate by will or intestacy, will, of course, prevail and bring the transmission of property by death within the grasp of our fiscal regulations, and so subject it to the payment of legacy or succession duty, as the case may be; and the very general prevalence throughout the Continent of Europe of the law of legitimation *per subsequens matrimonium*, may give the principle a considerable operation as well in its fiscal aspect, as in questions of title, the decision of which latter must, we think, depend upon the same doctrine.

RECENT DECISIONS.

EQUITY.

MORTGAGE OF PENSION.

James v. *Ellis*, V.C.S., 19 W. R. 319.

Any assignment of a pension, the grant of which implies the performance of future services to the State, is void on obvious grounds of public policy; besides which there are several statutes enacting the same thing in specific terms as to military and other payments. An officer in the army cannot pass to an assignee any right over his commission or his future pay; though he can create an equitable incumbrance on the proceeds of sale of the commission; and where military full pay has actually accrued due in the hands of the officers army agent, the Court of Chancery can obviously give effect to an assignment of it, as indeed was done in *Spencer* v. *Cox*, 2 Anst. 535 n. Under the 89th section of the Bankruptcy Act, 1869, the Court is empowered to assign a quota of the pension or pay of an officer or pensioner of the Crown, to be paid to the trustee under his bankruptcy. A pension not granted with an implication of future services to be rendered to the State may be encumbered (*Davies* v. *Duke of Marlborough*, 1 Swanst. 79), but nothing granted especially in order that the dignity of the grantee's family might be sustained (*Davies* v. *Duke of Marlborough*). So in *Tunstall* v. *Boothby*, 10 Sim. 549, where the person in the enjoyment of an annual payment made to him in consideration of an abolished office had encumbered, Lord Cottenham, affirming Vice-Chancellor Shadwell, considered that the Court ought to give effect to the charge, and granted an injunction restraining the Receiver-General from paying to the pensioner moneys which were then in his hands on the pensioner's account; in this case the annual payment was for no specified duration, and consequently the injunction was restricted to the amount already held by the Receiver-General on trust for the pensioner. Military pensions granted to officers in the British army are expressly rendered unassignable by 1 Geo. 2, c. 14, 46 Geo. 3, c. 69, and 47 Geo. 4 c. 25; otherwise, indeed, as being made in consideration of past services only, and not in prospect of services to be rendered in the future, incumbrances upon them would have been valid; and, in fact, in a case of *Knight* v. *Bulkley* (1858, not reported), the attention of the Court not having been called to the statutes, an injunction was granted in favour of the assignee of an officer's pension; however, in a subsequent case of *Lloyd* v. *Cheetham* (3 Giff. 171), the statute of George II. being mentioned, the Court an once observed that no effect could be given to such an assignment—or rather, ineffectual attempt at assignment. As to half-pay, it is at once obvious that that implies a probability or a possibility of future service, and is therefore unalienable (*Harty* v. *Odlam*, 3 T. R. 681). With regard to a pension granted by the old East India Company prior to the abolition of the company in 1858, Vice-Chancellor Stuart held (in 1863) in *Heald* v. *Hay* (10 W. R. 264, 3 Giff. 471), that the Act of George III. could not be regarded as having any application (either before or since the transfer of the Indian military forces to the Crown) to pensions granted by the old East India Company, and consequently that the pension was assignable. There seems some doubt as to pensions granted to the transferred officers since the transfer. In a case of *Carew* v. *Cooper* (12 W. R. 198, 4 Giff. 622) the same Vice-Chancellor, after an examination of the enactments relating to the transfer, and after finding that these officers are not paid by the Paymaster-General, but out of the revenues of the Government of India, held that they had not been brought within the operation of the Act of Geo. III. The case, however, was compromised on appeal (11 Jur. N. S). The present case was similar to *Heald* v. *Hay*. In general it is very easy to ascertain whether or not a case falls within the Act of Ed. 6 (5 & 6 Ed. 6, c. 16) or the later ones; and further, as to cases not within the statutes, the principle of public policy, that State grants made on implication of future service shall be unalienable, is very easy of application. The principal thing to be noted in such cases is the procedure. The regular course where the pension has been mortgaged seems to be to file a foreclosure bill praying also for an injunction restraining defendant from getting payment to himself or his agents; the decree on which will include a direction to the mortgagor, in the event of the foreclosure becoming absolute, to execute a power of attorney, and furnish the plaintiff from time to time with all necessary evidence of his being alive. In *Heald* v. *Hay* the defendant did not appear, and the bill alleged that he was keeping out of the way to avoid service of process; in that suit the plaintiff obtained a simple decree for an injunction and a receiver, with a direction that the defendant should specifically perform his covenant for further assurance and execute the power of attorney, &c.

VENDOR NOT NAMED—STATUTE OF FRAUDS.

Bourdillon v. *Collins*, M.R., 19 W. R. 536.

This was an unsuccessful attempt to take the objection of the Statute of Frauds to a contract for the purchase of land at a sale by auction, on the ground that the vendors were not named in the contract. Owing to the ordinary practice of agents signing the contract on behalf of undisclosed principals, it occasionally happens that the contract for sale does not contain the name of the vendor, as in the present instance. Where the vendor's name does not appear, the objection must prevail on the ground that, in order to have a sufficient agreement, a memorandum, or note, it is absolutely essential that the name of both parties should appear (*Wheeler* v. *Kirk*, 1 M. & M. 123). It is certainly not necessary that there should be the signatures of both parties, but their names must be given (Per Cockburn, C.J., in *Williams* v. *Lake*, 8 W. R. 41). Instead, therefore, of signing the acknowledgment confirming the sale as agent for "the vendor," the auctioneer would do well to sign as agent for "J. S. the vendor," and thus render the objection impossible.

Where the vendors are named in the particulars and conditions of sale, to sign as agent for "the vendor," without naming him, is enough to satisfy the statute, because the particulars and conditions of sale are connected with the memorandum by clear reference; but in *Bourdillon* v. *Collins*, oddly enough, the vendors were not named in the particulars or conditions of sale, but were simply described as "trustees," without saying for whom. Had the objection been taken before delivery of the abstract, it could not but have succeeded; but the purchaser accepted the abstract, which of course disclosed the vendors' names, and delivered requisitions thereon, before he bethought himself of taking the objection, which, in fact, was not taken until the hearing. Accordingly, the Master of the Rolls, following *Warner* v. *Willington* (4 W. R. 531, 3 Drew. 530), held that the abstract was a document sufficiently connected with the contract to be referred to for the purpose of curing the

defect; or, rather, that after accepting the abstract headed with the vendors' names, as an abstract of the vendors' title, it did not lie in the purchaser's mouth to say that the vendors were not sufficiently described in the contract. In *Hood* v. *Lord Barrington* (17 W. R. Ch. Dig. 151, L. R. 6 Eq. 218), the memorandum of the sale was signed by the auctioneers as agents for "the vendors," but then there the vendors were described in the particulars of sale as "executors of Admiral F.," which was held to satisfy the requirements of the statute, although the executors of Admiral F., who was a domiciled Scotchman, had not at the date of the contract completed their title in this country; so that, in fact, it was not then ascertained who "the vendors" were.

Contracts are now so often signed by agents on behalf of undisclosed principals that the reader will do well to note this case.

POWERS OF JOINT LIQUIDATORS—BILLS ACCEPTED BY A SINGLE LIQUIDATOR.

Re London and Mediterranean Bank, L.J. 19 W.R. 487.

Where a company is wound up voluntarily, and several liquidators are appointed, the powers conferred on them, including the power given by section 95 to accept bills on behalf of the company, must be exercised by two at least of their number—that is to say, unless the shareholders have otherwise resolved, the liquidators are not competent to accept bills on behalf of the company, unless through the medium of two at least of them (Companies' Act, 1862 s. 133, rule 6).

In a former case in the same matter (*Re London and Mediterranean Bank*, 16 W.R. 1003, L.R. 3 Ch. 651) the Lord Chancellor, then a Lord Justice, appears to have considered that liquidators may authorise any one of their number to sign a particular bill as a ministerial act, though they cannot delegate to a single liquidator their discretion as to accepting bills generally. Upon the latter point there can be no question, seeing that the Act expressly requires the signature of two, at least, of the liquidators; but the former question is one of some nicety. It may be said that liquidators may authorise any one of their number to sign a bill as an agent for them just as a merchant may authorise a clerk or an agent to sign his name, and that bills so signed shall be binding on the company, which was the view taken by the Lord Chancellor in the earlier case. But it must be remembered that the liquidators are themselves the agents of the company, and that the maxim *delegatus non potest delegare* ought to apply to such a case, especially when we consider that the Act requires that the bill shall be signed by two at least. Upon the whole, therefore, we are not at all surprised to find the Lords Justices expressing their disapproval of the view taken by the Lord Chancellor as to the competency of liquidators to delegate the task of signing a particular bill to one of their number. This expression of opinion by the Lords Justices (for it does not amount to a judicial decision) renders it extremely doubtful whether, in the teeth of the express words of the Act, liquidators can, under any circumstances, authorise *one* of their number to accept a bill, though the company may, if they please, do so.

The only point actually decided was substantially the same as that decided in the earlier case—viz., assuming that it was competent to the liquidators to meet and authorise one of their body to accept a specific bill, yet it was not competent to them to authorise him to accept a mass of renewed bills upon terms as to their respective amounts and dates which were left very much to his discretion.

COMMON LAW.

RATIFICATION—FORGERY—STIFLING PROSECUTION.

Brook v. *Hook*, Exch., 19 W. R. 508.

The defendant's brother had forged his signature to a promissory note made to the plaintiff. On payment being demanded, the defendant denied his signature, but on the plaintiff's threatening to take criminal proceedings against the brother, he signed a memorandum that he "held himself responsible" for the note described as bearing his signature. The present action was brought upon the note, and the question was, whether the memorandum amounted to a ratification by the defendant of the contract made in his name on the face of the note, or estopped him from denying that it was his note? Martin, B., held that it was a valid ratification; but the rest of the Court were of a contrary opinion. One objection to the notion of ratification was, that the signature being a mere forgery, and not an act for the doing of which the authority of the defendant was ever pretended, the doctrine of ratification was inapplicable; but the more serious objection, and one which overrides all questions of ratification or estoppel, was that the memorandum was really a transaction between the parties, entered into for the purpose and on the consideration of stifling a prosecution. This objection lies so much upon the surface, that it is a little surprising so much doubt should have been entertained upon the case; nor does Martin, B., really attempt to deal with this part of the question, which is quite distinct from the question he does discuss, whether what is in its inception a forgery, is under any circumstances capable of ratification. In one part of his judgment, indeed, he seeks to evade the force of the objection by saying that a ratification is no contract, and needs no consideration; but (assuming his view on this part of the case to be correct) it would be trifling with the principle to say that, though a contract cannot be made upon such a consideration, a forged contract may be ratified with that very same object, purpose, and reason, or, in other words, upon that same consideration. The recent case in the House of Lords of *Williams* v. *Bayley* (L. R. 1 H. L. 200), seems not to have been cited; there a father made a mortgage to secure the amount of bills forged by his son, which were then given up to him. It was there held that the transaction was one in substance made with a view of stifling the prosecution, and was invalid. If the present case were decided according to the opinion of Martin, B., all that need be done in such a case is to obtain a memorandum that the forger was agent of the apparent acceptor to sign the bill, and then the liability of the person giving the memorandum being thus established, the mortgage might be securely taken.

COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

May 1.—*Re Contract Corporation, Bateman's case.*

Practice—Special examiner—Companies Act, 1862, *s.* 115.

A person, who is deemed capable of giving information respecting the affairs of a company which is being wound up, and who has not consented to the appointment of the special examiner, cannot be required to attend and be examined before him.

Mr. Bateman, an ex-director, was summoned as a person deemed capable of giving information respecting the affairs of the company, under section 115 of the Companies Act, 1862. He appeared before the Chief Clerk and was told that he was required to attend and be examined before the special examiner who was appointed at the commencement of the winding up. This he refused to do, alleging that he had not consented to the appointment of that gentleman, and that he was entitled to have his examination taken by the examiner of the court. The question upon the present summons was whether Mr. Bateman was justified in this refusal.

Sir R. Baggallay, Q.C., and *Higgins* for the liquidator.

A. G. Marten, for Mr. Bateman, relied on *Ex parte Hakin* 17 W. R. 758, L. R. 8 Eq. 23.

Lord ROMILLY, M.R.—Great inconvenience arises from the want of a sufficient number of regular examiners, and great expense is thereby incurred by the suitors. But the statute does not say that persons who are deemed capable of

giving information respecting the affairs of the company shall be examined before a special examiner to whose appointment they have not consented. The proper course will be to take out a summons for appointment of a special examiner, to take the examination of Mr. Bateman. I think he is entitled to suggest the name of the person to be appointed. If he and the liquidator cannot agree upon a special examiner, the Court will appoint one; at all events the Court will take care that Mr. Bateman shall be examined. Let this summons stand over for the present, and let an application be made in chambers respecting the appointment of a special examiner.

May 4.—*Carnsew* v. *Carnsew*; *In re Carnsew.*

This was a petition by Henry Carnsew praying that his daughter, who is six years of age and a ward of Court, might be delivered over to his care and guidance as her natural guardian by Mr. Donnithorne, her maternal grandfather, with whom she had for some time past resided. It appeared that Mr. Carnsew, who is a solicitor, some time ago became involved in financial difficulties which caused him to leave England for the Continent, where he now resides. Mr. Donnithorne had maintained and educated the child since her father left the country. The mother of the child was dead, and Mr. Carnsew had married again.

Waller in support of the petition.

Swanston, *Q.C.*, and *Rawlinson*, *contrà*, argued that it was contrary to the practice to allow a ward to be taken permanently abroad, and that Mr. Carnsew was not able to maintain and educate the child as well as she was being educated at present.

Lord ROMILLY, M.R., said that it was a painful case, which ought to have been arranged out of court. In deciding on applications as to the custody of wards the Court looked solely to the benefit of the ward, as a ground for controlling the legal right of the father. That was the principle established in *Lyons* v. *Blenkin* (Jac. 245, 255), where a father applied that his children might be delivered up to him by their aunt, who was guardian of their fortunes, and with whom he had permitted them to reside for a long time, and Lord Eldon directed a reference to the Master to inquire by whom, and at what expense, the children had been educated, and whether the father was of sufficient ability to educate them in as beneficial a manner; and, if not, to approve a scheme for their education during their minorities. Besides this, it was the practice not to allow wards to be removed out of the jurisdiction, unless for their health, and then with security for their returning to this country; but in the present instance there was no evidence that the health of the infant required her removal abroad, and no prospect of her return, as her father could not return. After hearing the evidence as to Mr. Carnsew's circumstances he could not but doubt the possibility of Mr. Carnsew and his present wife maintaining the child as well as Mr. Donnithorne could and did maintain her. Upon the whole, therefore, he thought it would be most for the benefit of the child to leave her with Mr. Donnithorne; and he should make an order to that effect on Mr. Donnithorne undertaking to maintain the child in the same manner as he had hitherto done, Mr. Carnsew to have liberty to apply in Chambers respecting access to the child.

BAIL COURT.

(In Banco, before BLACKBURN and HANNEN, JJ.)

May 4.—*Ex parte Lanwarne.*

Bullen moved to alter the name of Mr. Lanwarne, an attorney of this court, as entered on the rolls, from "Lanwarne" to "Llanwarne." It appeared that the applicant's father had spelt his name with one "l" only, and that the applicant had been articled and admitted as a solicitor in 1859 and his name spelt in the same way as his father's; but for the last seven years the applicant had spelt his name "Llanwarne," and intended to do so for the future, believing that it was the correct way of spelling the family name. He wished to have his name properly spelt on the rolls of the court, as he was about to apply for some appointment.

BLACKBURN, J., said that no doubt this was a harmless application, and the applicant a very respectable person, and that he had no improper motive for wishing to alter his name; but with a view to possible cases that might arise, it was a sensible precaution not to allow such change of name without notice, and in this case a rule might be taken, but not to be drawn until after seven days' notice to the Incorporated Law Society.

HANNEN, J., said that as much publicity as possible should be given where attorneys wished to change their names.

CENTRAL CRIMINAL COURT.

(Before BYLES, J.)

May 4.—The only remaining indictment of the sessions to-day was a charge of perjury against Mr. Thomas Joseph George, a solicitor.

Giffard, *Q.C.*, for the defendant, applied to have the trial postponed, on the ground principally that the circumstances were the subject-matter of a proceeding in Chancery, still pending.

Metcalfe and *Straight*, for the prosecution.

BYLES, J., said, in a most emphatic manner, that an indictment for perjury ought never to be preferred while a civil proceeding was pending. He added that there was a standing rule of the Court that an indictment should not be tried in such a case, and that the attempt in this case to force on the trial was a flagrant breach of it.

The trial was postponed till the next sessions, subject to a further postponement if then necessary.

The Court now stands adjourned till June 5.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

May 2.—*Dunn* v. *Rigby.*

Married woman—"*Married Women's Property Act*, 1870."

Committal of married woman for non-payment; her ability to pay presumed on ground of her refusal to produce marriage settlement made prior to former marriage.

This was an application under a judgment summons to commit the defendant to prison for non-compliance with an order of the Court on the 22nd of February last (*vide ante*, 328). The judgment summons was returnable in April, when the defendant appeared in person and denied that she had any means of her own to pay the debt, about £14. On examination by the judge she admitted that she had a life interest in the household furniture which had belonged to her former husband. The deed provided, she said, for the property reverting to her children on her decease, and it was therefore not available for the payment of her debts. She had two children whose interests would be injured if the property were dealt with otherwise than as her former husband had provided. She had, however, a strong objection to the production of the deed. The judge said he must see the deed, and adjourned the case to enable the defendant to procure it.

On the case coming on to-day the defendant did not appear but sent an agent, who declared that she was unable to pay. The deed was not produced.

Mr. PITT TAYLOR, in making an order of committal, said the refusal to produce the marriage settlement raised a strong presumption that it represented more property than defendant admitted. He should act on that presumption. He had told the defendant, when present in person, that if she did not produce the deed he should believe she had not told the whole truth, and her committal would be the consequence. The order would therefore be that the defendant be committed for non-payment, having had the means of paying *out of her own property* since the judgment was obtained against her. The plaintiff, however, did not want to send her to prison, and the order would therefore not be executed so long as defendant paid £1 per month.

SERIOUS ACCIDENT TO MR. BRISTOWE, Q.C.—A few days ago Mr. H. F. Bristowe met with an accident. In walking down stairs, he fell and sustained some injuries, but he is progressing favourably, and we are glad to learn that he anticipates to return to his professional duties in the course of a few days.

THE TOWN CLERKSHIP OF READING.—The Town Council of Reading has accepted the resignation of Mr. Thomas Rogers, solicitor, town clerk of that borough; but he has been requested to continue to discharge his duties till the 31st October next, when arrangements will be made for conducting the public business of the borough. At the same time, the council has recorded its sense of the great and important services he has rendered to the Council and the Local Board of Health, in the discharge of his public duties.

APPOINTMENTS.

Mr. Philip Frederic Garnett, solicitor, of Liverpool, has been appointed Law Clerk to the Commissioners of Land, Assessed, Property, and Income Taxes at Liverpool, in succession to the late Mr. T. F. Anderson. Mr. Garnett was admitted in 1844, and for some years practised at Rugeley, in Staffordshire, but settled in Liverpool about the year 1853, being soon afterwards appointed clerk to the magistrates of that borough. He is a partner in the firm of "J. B. Lloyd, Garnett, & Lloyd," and a member of the Liverpool Law Society, the Metropolitan and Provincial Law Association, and of the Solicitors' Benevolent Association. The office of Clerk to the Liverpool Commissioners of Taxes, to which he has now been appointed, is worth £1,200 per annum, subject to a deduction for expense.

Mr. John Porter Dolphin, solicitor, of Wolsingham, in the county of Durham, has been appointed Clerk to the Trustees of the Lobley Hall Turnpike Road, at a meeting of the trustees held on the 25th April. Mr. Dolphin was certificated in 1844, and holds the office of Clerk to the Justices of the Wolsingham Division.

Mr. George Frederick Carnell, solicitor, of Sevenoaks, Kent, has been elected Vestry Clerk of the parish of Wrotham, in succession to the late Mr. George Knight, who had held the office for thirty-three years. Mr. Carnell was certificated in 1852.

Mr. Richardson Peele, solicitor, of Durham, has been elected Clerk to the Durham School Board. He is a son of Mr. Edward Peele, solicitor, the Chairman of the School Board, and was admitted in 1866. He is a member of the Incorporated Law Society.

Mr. Maxwell Melvill, of the Bombay Civil Service, has been appointed a Puisne Judge of the High Court of Judicature at Bombay. Mr. Melvill is a son of the late Rev. Henry Melvill, canon of St. Paul's, and formerly principal of the East India Company's College at Haileybury, where Mr. M. Melvill passed a few years previous to going to India. At the examination for the Indian Civil Service he had a "highly distinguished" place, and was awarded medals in classics, mathematics, political economy and history, and in law; he also received prizes for his knowledge of Persian and general proficiency. He entered the Bombay Civil Service in 1855, and, after serving in various offices, he was appointed judicial commissioner and a judge of the Sudder Court of Scinde. A few years ago he was a member of the Commission, of which Sir Charles Jackson was president, appointed to inquire into the failure of the Bank of Bombay.

Mr. William Bunting, of Chesterfield, Derby, has been appointed a Commissioner to administer oaths in Chancery.

Mr. Robert Henry Parsons Best, of Stroud, Gloucester, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

Justitia.—If you will authorise us to append your name to your letter we will print it, but not otherwise.

Stamp Duty upon Articles of Clerkship.

Sir,—By the new Stamp Act, section 43, it is provided that "articles of clerkship are not to be stamped after the expiration of six months from the date thereof, except upon payment of penalties," &c.

Inferring from these words that if "brought" within "six months" they would be stamped without penalty, I executed mine before stamping, but upon applying at the Stamp Office I learn that the rule still prevails that "the stamping must precede the execution."

Will you, by inserting this, prevent others being misled, and perhaps some one will explain the use and meaning of the section quoted. E. Smith.

Judge Ludlow, of the Court of Common Pleas of Philadelphia, lately fined a white man 200 dols. for refusing to serve upon a jury with a coloured man.

A fortnightly newspaper is published in New York, entitled "The National Bankruptcy Register: a Record of Law Reports and Proceedings in Bankruptcy in all the States."

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

April 28.—The *Ecclesiastical Dilapidations Bill* passed through committee.

May 1.—The *Trades Unions Bill* and *Criminal Law Amendment (Violence, Threats, &c.) Bill*.—These bills were read a second time on the motion of Earl Morley.

May 2.—The *Bankruptcy (Peers) Disqualification Bill* was read a third time and passed.

May 4.—The *Bank Holidays (Bills and Notes) Bill* was read a second time, the Marquis of Salisbury undertaking, before the next stage, to communicate with the promoters of the bill on a point raised by Viscount Halifax—viz., that bills falling due on Sundays or Christmas day are now payable on the preceding day; whereas, under the bill, those falling due on the additional holidays would be payable the day after; and that there should be uniformity in the matter.

HOUSE OF COMMONS.

April 28.—*Epping Forest.*—Mr. Cowper-Temple moved that it was expedient that measures be adopted, in accordance with the humble address presented to her Majesty in February, 1870, for preserving as an open space, accessible to her Majesty's subjects for purposes of health and recreation, those parts of Epping Forest which had not been enclosed with the assent of the Crown or by legal authority. He criticised severely the action of the Government, particularly in the sale of the forestal rights and their proposed legislation of last year. Nearly £16,000 had been obtained for these forestal rights, and this ought to be voted back for purchasing the rights of the lords of the manor and for other expenses, the remainder to be furnished by the City of London, the Metropolitan Board of Works, and the adjoining parishes.—The Chancellor of the Exchequer said that five years ago the Crown rights over and the care of this forest had been transferred from the Commissioners of Woods and Forests to the Board of Works. After the resolution of 1870 the Government seriously considered the matter, and the bill which they then prepared would have done much more than what was now asked, for while Mr. Cowper-Temple only asked for £15,000 to be paid back, the bill would have secured for ever 600 acres, which had been valued at £100 per acre. The rest of the country would hardly consent to bear the expense of recreation grounds which London could well afford to pay for. It was impossible to assent to a motion which called for the preservation of 3,500 acres.—Mr. Gladstone also opposed the motion. It threw on the Government the responsibility, either by itself or by putting in motion other parties over whom it had no control whatever, of attaining the end that all rights should be bought up and disposed of which prevented the absolute enjoyment of the remaining 3,500 acres of Epping Forest. He did not know how to act upon a resolution of this character. It involved a great expenditure of public money.—The resolution was carried by 197 to 96.

May 1.—The *Budget.*—Mr. W. H. Smith moved, that it is inexpedient that the income-tax should be increased to the extent contemplated in the financial proposals of her Majesty's Government.—After a lengthy debate the motion was negatived by 335 to 250.

May 2.—The *Court of Chancery (Funds) Bill.*—In answer to Mr. Salt, the Chancellor of the Exchequer said if this bill became law economy would be effected in the office of the Accountant-General, but, until the House had assented to the bill, it would, perhaps, be wiser that he should not go more into detail.

The Arrears in Vice-Chancellor Bacon's Court.—In answer to Mr. Samuelson, the Attorney-General said he understood there had been some accumulation of cases in this court, but he also understood that it arose in a great degree from exceptional causes. There was power to transfer causes from one court to another, and he understood that some of the causes which now stood in Vice-Chancellor Bacon's list would be transferred either to the Master of the Rolls or to one of the other Vice-Chancellors; and in this way a remedy would be provided. With respect to the divided jurisdiction of the learned judge, he was informed that it was sufficient for him to sit one day a week to hear bankruptcy cases.

May 3.—The *Women's Disabilities (Franchise) Bill*.—Mr. Jacob Bright moved the second reading.—The bill was thrown out by 220 to 151.

The *Benefices Resignation Bill* was read the second time and the discussion on it postponed to the next stage.

Investment of Trust Funds Bill.—A bill by Mr. Cave to remove doubts as to the power of trustees and others to invest funds in debenture stock was read a first time.

May 4.—The *Budget*.—Mr. Torrens moved a resolution fixing the income-tax at fivepence instead of sixpence in the pound as proposed by the Government.—The motion was negatived by 294 to 248, and the resolution fixing the income-tax at sixpence was then agreed to.

IRELAND.

COURT OF CHANCERY APPEAL.

(Before the Lord Chancellor and Christian, L.J.)

Christian L.J, upon Chief Clerks and the difference between English and Irish Court of Equity.

The Companies Acts and the Baltinglass Junction Railway Company.

This was an appeal from a decision of the Vice-Chancellor, to the effect that the name of Mr. Fitzwilliam Dick should be retained on the list of contributories of the Baltinglass Junction Railway. The case had been argued on former days.

The Lord Chancellor now pronounced judgment. His lordship was clearly of opinion that Mr. Dick had contracted to become a shareholder of the Baltinglass Junction Company, and that he had no title, either upon the facts or on any ground of law or equity, to be released from his liability. Therefore, the order of the Vice-Chancellor should be affirmed.

The Lord Justice of Appeal was also of opinion that Mr. Dick was a contributory. The order of Vice-Chancellor was right in substance. He could not say the same of the form of procedure relating to the Vice-Chancellor's order. The matter came before the Vice-Chancellor, on a motion to review the certificate of his chief clerk with respect to the inclusion in the list of contributories of the name of Mr. Fitzwilliam Dick. That certificate was now before the Court of Appeal, and it certified that upon the evidence which it set forth, consisting of a long string of affidavits, the Chief Clerk had come to the conclusion that Mr. Dick was a contributory. The order, as drawn up, purported to show that this nice and difficult question as to Mr. Dick's liability was considered in the first instance by the Chief Clerk without the aid of counsel at all, and that he made a decision on the subject, and embodied it in his certificate to his judge. From explanations which counsel had given it had appeared that what took place was erroneous in form rather than in substance, but the error of form was, in his opinion, eminently calculated to mislead and to be mischievous. [After referring more at length to the proceedings in this case, the Lord Justice proceeded to the general topic.] What he (the Lord Justice) asserted was, that *eo instanti*, upon a dispute arising, the Chief Clerk, as a separate officer, was deprived of the right of interfering, and the judge of first instance himself should have taken the matter up. The proceeding which had taken place was a flagrant violation of the directions of the Act of 1867. Thus, they had again before them the same subject that was recently under the consideration of the Court of Appeal in the cases of *Costello* v. *O'Rorke and Malcolmson's minors*, although in the present instance under circumstances comparatively innocuous, because matters had gone right in substance; nevertheless, displaying the curious inveteracy with which, in spite of the special clauses of the Act of Parliament, an erroneous practice was fastening itself—as it did in England—upon the procedure of the Irish court. The question was, what were they to do? What was he, holding the opinion he did on the subject, to do? If this matter had not come up again, it was his intention to have made an opportunity of referring to it, because, unfortunately, the course which he thought it his duty to take in reference to the matter had been made the occasion of misunderstanding and of very great misrepresentation. He had reason to complain that not only had his language been misunderstood, but his motives had been misrepresented. The idea had been circulated that in the course which he took he had not been actuated by a sense of duty at all, but that his remarks were a cloak for the very noble and magnanimous object of making a personal attack upon certain officers of the court. The mode in which he had been attacked exhibited the vitality of detraction when it was once set going. The subject had been so treated that an impression had been produced in quarters that ought to know better—among judges on the bench—that in the course he had taken he had been actuated not by duty, but by the most contemptible motives. Of all the questions which had arisen since the passing of the Chancery Reform Act, 1867, this was the one that appeared above all others to involve the question of the success or failure of that great experiment. Therefore he had thought it his duty to make this opportunity once for all—and he hoped it would be the last time he would ever have occasion to refer to it—of stating his views on the important subject of the relation which the new constitution given to the Irish Court of Chancery by the Act of 1867 had created between the judge in Chancery and his chief clerk. In the new constitution which the Act of 1867 had given to the Court of Chancery, the very keystone might be said to be the obligation cast upon the judge to take on himself in person, not at second-hand, the whole judicial business of each cause from its commencement to its close. The Irish Act had been drawn with great strictness, in order to prevent evils which had crept in under the new English system. In Ireland the adjournment of a case from open court to chambers must be the adjournment of the judge himself. In taking accounts he may avail himself of the assistance of his chief clerk; but in the language of the statute business of a judicial character was to be transacted only by the judge himself. Whatever might be its nature—however irksome to self-esteem, however injurious to avocations elsewhere—he asserted with confidence that where any business had even a tincture of judicial character, whoever suffered his chief clerk to touch it would abdicate his own functions, and refuse obedience to the present law. The certificate of a chief clerk on any such subject he held to be essentially an illegal document. Of all the disparities which the legal transactions of England and Ireland displayed, there was not one more humiliating than that which resulted from a comparison of the amount of equity business done in the two countries, and of the judicial strength provided in each case. He would take the business in the two countries for the last two years. He spoke only of causes set down for hearing, exclusive of petitions, motions, and appeals. In 1869 the total of cases dealt with in the four English equity courts of first instance—viz., those of the Master of the Rolls and the three Vice-Chancellors, during the four terms was 1,509. In Ireland the corresponding number was 273. In 1870 the number in England was 1,370, and in Ireland 310. Taking the two years together, the numbers were, for England 2,879, and for Ireland 583, the proportion being exactly 5 to 1. These numbers did not in either list consist altogether of new entries, but included remanets. Moreover, it appeared that the English list were largely added to during term, so that the numbers he had read did not fully represent the English business, while the Irish numbers did practically represent the Irish business. What were the judicial staffs provided in the respective countries? In Ireland there were three courts of first instance—viz., those of the Lord Chancellor, Master of the Rolls, and the Vice-Chancellor. According to the ratio of business there should be fifteen courts of first instance in England—at any rate, not less than fourteen. But even this disparity in the number of cases did not represent the disparity in the whole equity business of the two countries, because a considerable part of what in England was done by the equity courts was done in Ireland by the Landed Estates Court. That compelled him to take into the calculation two more judges for Ireland, so that the comparison would then stand in this way:—The whole equity business of England, including the vast contributions poured into it by the affairs of joint-stock companies, was performed by four courts of first instance; while in Ireland, where the commercial business might be all but eliminated, the business was done by five courts, each having a separate and costly staff of officers. He had taken no account of the fact that a great deal of bankruptcy business was performed in England by one of the Vice-Chancellors. He laid no stress on that, as he believed the arrangements were of a temporary character. He did not find that a similar contrast was presented by the appellate business of the two countries. In England there were

three Courts of Appeal, for the Lord Chancellor and the Judges of Appeal often sat separately. Here there was only one Court of Appeal, the members of which could not sit apart. Then as to cases, he found that the total of English appeals for the time he had mentioned amounted to 246; and the total of Irish to 108. But what was the bearing of these appalling contrasts upon the subject in hand? Why, it was this. It suggested at once the reason and the vindication of the sudden divergence of the Irish statute from its English model. It was surely not too much to credit the Legislature with a knowledge of the point at which the English Act failed, and of the fact that the amount of Chancery business in Ireland was not such as to afford any justification for a similar miscarriage here. Could it be wondered at then that when introducing the new constitution of the Irish Court, and strengthening it with the addition of a new judge, they should have insisted that the original idea should be realised, and that the modicum of business in the country should be transacted by the judge himself in person, and not by way of reference to the chief clerk? From that reason, and in the fond hope of making any evasion of the inhibition impossible, the Act provided that the chief clerks should neither themselves be barristers nor have the assistance of barristers. The Act came into force in 1867, and many months had not elapsed when ugly rumours began to circulate. It was said that things were beginning to go the way they had gone in England; that the provisions of the Irish statute had been treated as a mere *brutum fulmen*, and that their was danger that the chief clerks' offices would issue in a spurious mutation of the abolished masters. There was a vast deal of exaggeration no doubt; but still there was a substratum of truth in it. At last the matter came up judicially in what occurred in *Costello* v. *O'Rorke and Malcolmson, Minors*, in the last of which the erroneous practice to which he referred was exemplified in a marked degree. What was the duty of the Court in such a case? And here it would appear that he was put on his own trial, and had to defend himself. It was considered that in the course which he took in connection with that case he travelled into irrevelant matter, and exceeded what the occasion before the Court called for. Therefore it was necessary now to ask what was the duty of the Court of Appeal when a case such as that of *Malcolmson Minors*, came before it? Was it merely to make whatever rulings the case required? Did a Court like that sit for nothing better than to decide, somehow or anyhow, the whole court business? Was it no part of its duty when mischievous abuses in the courts below and in chambers passed before its eyes, to criticise, censure, or rebuke? The Court of Chancery Appeal in Ireland was curiously and not happily constituted. One of its members was permanent; one was transient, who went in and out with the Government; and the third was only occassional. One would say, *primâ facie*, that the holder of that office which represented whatever of fixity and stability the Court possessed ought to be most familiar with its procedure, and most interested in the welfare of the court, and the one to whom the public had a right to look for the supervision of the entire of the abuses that might come before the court. Therefore it occurred to him that he should at least be allowed to state his views and discharge his duties, without having vile motives attributed to him. It would be but a poor and perfunctory estimate of his duty to content himself with simply making a rule in each case without expressing his opinion on abuses. The manner in which he performed his duty might be complained of. There might have been *trop de zele*; he might have laid himself open to that charge. But he made no attack on the chief clerk. He disdained the imputation of having done so. What he did was to attack a system; to censure a malpractice which he considered had an evil tendency in the working of a great measure as yet on its trial. Why did he refer to the conduct of the chief clerks? Was it for any personal motives? Was it to satisfy any personal dislike? These gentlemen were absolutely unknown to him. No word derogatory to them in the performance of the duties which fell within their legal spheres had fallen from him. What he did point out was, that they were incompetent to perform certain duties, which the Act of Parliament sedulously witheld from them. It was not too much to say that under the Act the very qualification for holding the office of chief clerk was his incapacity to perform judicial duties. He must not be a barrister, or avail himself of the assistance of those who were of that profession. He never questioned the full and perfect competence of the chief clerks to perform all their legitimate functions. In the case of *Costello* v. *O'Rourke* he stated that he had notice that when the chief equity judge was out of the country his chambers remained open for the discharge of judicial business. That statement had been given by the press, in its usual happy way, as having reference to the three equity courts. He had to express his conviction that the departure from the country of the judge ought to be the signal for the instant closing of his chambers. The clerk sitting in chambers should be under the daily—the hourly—supervision of the judge. Now, the clerk to go on sitting while the judge was beyond the seas, he held to be repugnant to the spirit of the Act, and fraught with disastrous consequences to suitors. The clerk should sit ever under the shadow of the judge. The departure of the latter closed in law—for the fact that he could not answer—the chamber sitting as effectively as the open court sitting of his branch of the court. He had the satisfaction of finding that since *Costello* v. *O'Rourke* and *Malcolmson, Minors*, had been disposed, he did not stand alone in the views which he then expressed. In a recent deplorable case, to which he need not more particularly refer, which came before the Court of Appeal in England, the Lord Justice severely censured the registrar—who was a barrister, and whose office, by Act of Parliament, was a judicial one—for assuming to decide a question which did not fall within his province. The case he referred to presented in its consequences a warning to the deplorable disasters that might at any moment be produced by a subordinate official being allowed to meddle with judicial functions, and which disasters the reversal of his order might prove utterly powerless to remedy. He desired now to add a vindication of himself, and of an eminent person who needed no vindication from him, that nothing that he had new or heretofore said on this subject was called forth by anything which came to his knowledge as having ever occurred in the Chamber of the Rolls; and, if such a case did occur, it would cause him equal surprise and disappointment. Furthermore, he desired to guard himself from being supposed to affirm that in any of the chambers the restrictions of the statute were altogether disregarded. So far from that, he belived that as yet, as a rule, they were observed in all. He was convinced that the Master of the Rolls and the Vice-Chancellor discharged in person a much larger share of the business of their courts, and their chief clerks a much less share, than was done in England; for he could not otherwise account for the enormous disparity in the numbers of cases which, within sittings of a given length, were disposed of in the two countries respectively. But what he had raised his voice against, while others were persistently silent on the subject, was the retrograde movement which came to such a head in England; which the Legislature, when passing the Irish statute, strove anxiously to make impossible here but which had already begun here just as in England. If it should be suffered to run the course here which it had run there, it would be followed here by far other consequences, and would end by one day exhibiting the judges here in that condition of non-occupation which would hasten another movement that would assuredly have one day to be faced, for the abolition of all superior court jurisdiction in this part of the empire.

The Lord Chancellor said he did not mean to say any thing with reference to the extraordinary judgment which had just been pronounced. The bar would be able to distinguish between what related to the case before them and what was personal. He would only say, in justice to the Court below, repeating substantially what the Lord Justice had said, that, so far as the fact was concerned, the Vice-Chancellor did himself adjudicate, and no one else. So far as the form was concerned—if there were a fault about the form—it seemed to come from a general order which might require to be reformed hereafter.

The Lord Justice of Appeal said that as to what was material in his judgment, and what was not, the Lord Chancellor and he took different views as to what the duty of a Judge of Appeal was. He regarded those duties as more extensive than the Lord Chancellor did. He held the opinion that, when relevant to and growing out of a case under appeal before the Court a course of abuse existing in the Court below was disclosed, the Court of Appeal would fall short of its duty, if it passed it over in silence. The particular subject was so circumstanced that, in consequence of its evident unpalatability to the judges of first instance,

unless the Judge of Appeal took notice of it it must remain unnoticed. But was it not of importance that the provisions of the Irish Act, to which he had called attention should be observed? If it was any departure from them it should be noticed by somebody. Unless noticed by him it would remain for ever unnoticed. He had acted according to his own sense of his own duty. Of course the Lord Chancellor was as much entitled to his opinion as he was to his.

The LORD CHANCELLOR.—I repeat that I decline a controversy in this place on the subject.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

LAWYERS' LIEN IN THE UNITED STATES.

The *New York Daily Transcript* reports a case of *The State of Texas, complainant* v. *John W. White, Jno. Chiles, et al*, decided by Bradley, J., in the United States Supreme Court. The judgment comprises an account of the position of lawyers in the United States, relatively to their clients, as regards fees and costs. Some extracts from this may be of interest to our readers.

Mr. Justice Bradley lays it down that:—"The attorney or solicitor, who is also counsel in a cause, has a lien on moneys collected therein for his fees and disbursements in the cause, and in any suit or proceeding brought to recover other moneys covered by the same retainer.

A motion to pay into court the moneys collected will not be granted, but the parties will be left to their action, if the attorney is guilty of no bad faith or improper conduct, and has a fair set-off against his client, which the latter refuses to allow.

A party has a general right to change his attorney, and a rule for that purpose will be granted, leaving to the attorney the advantage of any lien he may have on papers or moneys in his hands as security for his fees and disbursements."

Further on he says, "In England, and in several of the States, it is held that an attorney or solicitor's lien on papers or money of his client in possession extends to the whole balance of his account for professional services. But whether that be or be not the better rule, it can hardly be contended that, in this case, it does not extend to all the fees and disbursements incurred in relation to all of these indemnity bonds (the subject-matter of the litigation). And, in this country, the distinction between attorney or solicitor and counsel is practically abolished in nearly all the States. The lawyer in charge of a case acts both as solicitor and counsel. His services in the one capacity and the other cannot be well distinguished. And, as a general rule, counsel fees, as well as those of attorney or solicitor, constitute a legal demand for which an action will lie. And, whilst, as between party and party in a cause, the statutory fee bill fixes the amount of costs to be recovered, as between attorney or solicitor and client a different rule obtains. The claim of the attorney or solicitor in the latter case, even in England, extends to all proper disbursements made in the litigation, and to the customary and usual fees for the services rendered.

"The fee bill adopted by Congress in 1853 recognises this general rule, and, in fact, adopts it. By the first section of that act it is expressly declared that nothing therein shall be construed to prohibit attorneys, solicitors, and proctors from charging to, and receiving from, their clients, other than the government, such reasonable compensation for their services, in addition to the taxable costs, as may be in accordance with general usage in their respective States, or may be agreed upon between the parties.

"The change in the rule relative to fees and costs has been gradually going on for a long period. In Pennsylvania, counsel fees could not be recovered in an action so late as 1819, when the case of *Mooney* v. *Lloyd*, reported in 5 Sergeant & Rawle, 411, was decided. But in the subsequent case of *Foster* v. *Jack*, decided in 1835 (4 Watts, 334), the contrary was held in a very able opinion delivered by Chief Justice Gibson. And in *Balsbaugh* v. *Fraser* (19 Pennsylvania, 95) Chief Justice Black delivered the opinion of the court in a series of propositions which strongly commend themselves for their good sense and just discrimination. The court there held that in Pennsylvania an attorney or counsellor may recover whatever his services are reasonably worth; that such claim, like any other which arises out of a contract, express or implied, may be defalked against an adverse demand; that an attorney who has money in his hands which he has recovered for his client, may deduct his fees from the amount; that if he retain the money with a fraudulent intent the court will inflict summary punishment upon him; but if his answer to a rule against him convinces the court that it was held back in good faith, and believed not to be more than an honest compensation, the rule will be dismissed and the client remitted to a jury trial.

"In New York counsel fees have always been recoverable on a *quantum meruit* (*Stevens & Cagger* v. *Adams*, 23 Wend., 57; S. C., 26 Wend., 451). In this case Stevens recovered three hundred dollars for counsel fees, and fifty dollars for maps made to be used in a cause. It was held by the court that the fee bill, which declares it unlawful to demand or charge more than therein limited, has reference only to the question of costs as between party and party, and not as between counsel and client. The arguments of Chancellor Walworth, and Senators Lee and Verplank, in the court of errors, on the general subject, were exceedingly lucid and able, going to show that in this country the counsellor is regarded as entitled to a fair remuneration for his services, and to recover the same in an action either upon an express or implied contract. The code has since abolished the fee bill, and left attorneys and solicitors to make their own bargains with their clients. But the courts have held that this change has not affected the attorney's lien, even on the judgment recovered, for the amount which it has been agreed he shall receive. In one case he was to receive one-half the amount to be recovered. Judgment was obtained for one thousand one hundred and seventy-nine dollars, and the court held that the attorney had a lien on this judgment for his half of it, and that the defendant could not safely settle with the plaintiff without paying him (*Rooney* v. *Second Avenue R. R. Co.*, 18 N. Y. Rep., 368).

"In Texas the law has been held substantially the same. In the case of *Casey* v. *March* (30 Texas, 180), it was decided that an attorney has a lien on the papers and documents received from his client, and on money collected by him in the course of his profession, for the fees and disbursements on account of such claims and for his compensation for his services in the collection of the money. If, as the respondent contends, this case is to be governed by the law of Texas, it is decidedly in favour of his lien, at least to the extent of his services and disbursements in relation to the indemnity bonds (see the cases of *Kinsey* v. *Stewart*, 14 Texas, 457; *Myers* v *Crocket*, ditto, 257; *Ratcliffe* v. *Baird*, do., 43; *Hill* v. *Cunningham*, 25 Texas, 25). As the original retainer was made in Texas we are inclined to the opinion that the respondent has a lien on the fund in his hands for his disbursements and professional fees in relation to the litigation in question, and that in retaining the said fund for tne purpose of procuring a settlement of his claim he has done nothing to call for the summary interposition of this court."

OBITUARY.

MR. R. W. MARA.

The Hon. Richard Weston Mara, LL.D., Attorney-General of Antigua, in the West Indies, died at that island on the 4th of April. Mr. Mara was educated at Trinity College, Dublin, where he gained honours in science and classics and graduated B.A. in 1836, M.A. in 1839, and LL.D. in 1863. He was called to the bar in Ireland in Trinity Term, 1840 and was appointed counsel to the Attorney-General for Ireland in 1845. In 1859 he was appointed Attorney-General and Judge-Advocate of the island of Antigua, and in 1862 was nominated Advocate-General and Queen's Proctor. In virtue of his office he has been a member of the Executive Council, and also of the House of Assembly, and has ranked as a Queen's Counsel in the island of Montserrat. He acted as Chief Justice of Antigua in 1863-64, during the absence of Sir William Snagg.

MR. T. BROOKSBANK.

Mr. Theodore Brooksbank, barrister-at-law, died at Cadogan-place on the 28th of April, in the 57th year of his age. Mr. Brooksbank was educated at Trinity College, Cambridge, and was called to the bar at the Inner Temple on the 29th April, 1836. He went the Oxford Circuit for many years, also attending the Oxford and Gloucester sessions, but for some years past does not appear to have attended circuit.

MR. T. F. ANDERSON.

Mr. Thomas Francis Anderson, solicitor, of Liverpool, died at Gresford, near Wrexham, on the 6th of April, in the 56th year of his age. Mr. Anderson was admitted in 1839, and had for many years held the office of Law Clerk to the Commissioners of Taxes for the borough of Liverpool. He was a member of the Metropolitan and Provincial Law Association.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, May 3rd, Mr. J. S. Torr in the chair. The other directors present were Messrs. Field, Hedger, Park Nelson, Payne (of Liverpool), Rickman, and Smith (Mr. Eiffe, Secretary).

A grant of £30 was made to a member's widow, and a sum of £45 was distributed in relief of four necessitous families of deceased non-members. Two new members were admitted to the association, and other general business transacted.

LAW STUDENTS' DEBATING SOCIETY.

On Tuesday, the 2nd inst., the question discussed was No. 474 Legal :—"A. boards and clothes the illegitimate child of B.; of this fact B. is cognisant, and has acknowledged the child as his offspring, but neither expresses his dissent nor removes the child from A.'s custody. Is there an implied contract on the part of B. to pay the expenses incurred by A. on behalf of the child?" Mr. Gordon opened the debate, and the question was decided in the negative.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen have been called to the bar:—

LINCOLN'S-INN.—William Frederic Lawrence, Oxford; Thomas Shute Robertson, B.A., Oxford; John Chaigneau Colvill, B.A. and Scholar, Cambridge; Michael Placid Lynch; William Augustus Harris, B.A., Oxford; Edward Martin, jun., LL.B., Cambridge; Frederic Pollock, M.A. and Fellow, Cambridge; Edward Chitty, Jun., M.A., Oxford; Henry Bailey Rowan, B.A. and Fellow, Cambridge; William Leatham Barclay, B.A., Cambridge; Gerald Augustus Robert Fitz-Gerald, M.A. and Fellow, Oxford; and William Walker, Esqs.

INNER TEMPLE.—John Wilson Moore, Oxford; Reginald Garton Wilberforce; Arthur Frederick Vincent, LL.B., Cambridge; Arthur Bott Cook, LL.M., Cambridge; Alexander William Mowbray Baillie, B.A., Oxford; Edward Conolly, B.A., Oxford; Mark Arthur Irving, LL.B., Cambridge; Thomas Edwin Peel, B.A., Cambridge; Edward Annesley Owen, B.A., Cambridge; George Deas Inglis; Cornelius Cardew Masters, B.A. LL.B., Cambridge; Edward William Tritton, B.A., Oxford; Frederick Revans Chapman; Joseph John Dunnington Jefferson, M.A., Cambridge; William Ellerker Hart, B.A., Cambridge; Alexander Myburgh, LL.B., Cambridge; Richard Luck, M.A., Cambridge; and Martin Chapman, Esqs.

MIDDLE TEMPLE.—Thomas Jones, of the University of Dublin, Assistant-Secretary to the Government of Bengal; Frederick John Caunter Ross; Henry Wilson Worsley, B.A., Oxford; Horace Langton Davis, M.A., Oxford; Robert Alexander Gillespie, B.A., Cambridge; Bethune Horsbrugh; Frederick John Fergusson; and Thomas Goodman, Esqs.

GRAY'S-INN.—Redmond Uniacke Steele, Cambridge; Esq.

COURT PAPERS.

QUEEN'S BENCH.

This Court will on Tuesday, the 9th, and Wednesday, the 10th of May next, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending, and will give judgment in cases then standing for judgment.

THE PROPOSED LAW UNIVERSITY.

A very crowded meeting of the members of the Incorporated Law Society of the United Kingdom was held on Friday last at their Hall, Chancery-lane, by adjournment from the 14th of April, for the further consideration of the amendments which had been carried to the resolutions respecting a proposed Law University.

Mr. Ford, of Gray's-inn, the President of the society, took the chair, and there was a very numerous attendance, including members of most of the leading London firms of solicitors and representatives from Birmingham, Liverpool, Newcastle-upon-Tyne, and other provincial towns.

The amendments which were carried at the previous meeting, on the motion of Mr. J. M. Clabon, seconded by Mr. Jevons, were as follow :—

"That this society approves generally of the proposals of the Legal Education Association for a University or School of Law, understanding—

1. That the scheme is based upon the principle that all the several branches of legal study will be open to all who may become students, without distinction or classification, leaving them to determine with which branch of the profession they will ultimately connect themselves; and that the course of instruction and examination of all members of the University intending to be barristers shall not be distinct and separate from the course of instruction and examination of those intending to be attorneys or solicitors.

2. That attorneys and solicitors are to have a full representation on the governing body.

3. That it is not proposed to interfere with the practical training by service under articles of those who intend to practise as attorneys or solicitors.

4. That the society reserves to itself the fullest right to deal hereafter with the attendance of country articled clerks in London with all questions relating to fees, and generally with all questions of detail; and

5. That the Council be requested to communicate this resolution to the chairman of the joint committee of the Inns of Court and the executive committee of the Legal Education Association."

Upon these amendments being put as a substantive resolution,

Mr. Fraser (London) moved and Mr. Benjamin Lake (London) seconded the following amendments :—

That this society will approve generally of the proposals of the Legal Education Association for a school of law if the following conditions are embodied therein :

1. That the scheme is based on the principle that all the several branches of legal study will be open to all who may become students without distinction or classification, leaving them to determine with which branch of the profession they will ultimately connect themselves, and that the course of instruction and examination will in like manner be common to all students.

2. That attorneys and solicitors are to have an equal representation with the bar on the governing body.

3. That it is not proposed to interfere with the practical training by service under articles of those who intend to practice as attorneys or solicitors, nor with testing the knowledge of articled clerks on the practical duties of their profession by examination under the direction of the judges as at present.

4. That no one be permitted to enter the school of law till he has passed a suitable examination in general knowledge.

5. That it shall not be compulsory for young men intending to become attorneys and solicitors to enter such school of law, but, if they do enter, and shall pass the required examinations, a certificate of their having so passed shall exempt them from the existing examination in general knowledge, and from the intermediate and final examinations, except so far as such final examination relates to the practical duties of their branch of the profession.

6. That candidates may go up for examination and obtain a certificate without attending lectures or studying in the school of law.

These amendments were opposed by Messrs. Clabon (London), Jevons (Liverpool), Freshfield (London), Saunders (Birmingham), and other gentlemen, and supported by Mr. Rose (London), and others.

Upon being put to the vote, the amendments of Mr. Fraser were lost, the voting being 132 for, and 233 against.

Two motions for adjournment were then proposed, but were defeated by overwhelming majorities.

Mr. Turner (London) proposed as a further amendment:—

That this society is of opinion that the conversion of the Inns of Court into colleges or schools of law, to be open to students of both branches of the profession is desirable, and so far as this is the object of the legal education association, this society approves of the same.

That the society is also of opinion that the institution of a college of law, under the government of this society, open to students of both branches of the profession is desirable, but the society have no sufficient information to enable them to decide whether a legal university should be established to supersede the present Inns of Court—and this society in the duties now performed by them.

That the council of the society with the view of promoting the study of the law, be authorised to take steps for the formation and sub-incorporation of the members of the society as a college of law, and that the law-classes, and lectures of such college, if established, be open to all law students without distinction.

That the council be requested to communicate these resolution to the chairman of the joint committee of the Inns of Court, and the executive committee of the Legal Education Association.

The amendment was moved amid loud cries of "withdraw" and "divide," and ultimately the meeting was adjourned by the chairman until that day fortnight.

THE LORD CHANCELLOR ON LAW REFORM.

The Lord Chancellor presided on Wednesday at the annual general meeting of the Juridical Society, and delivered an address upon the present state of the law, and the prospect of important reforms being carried into effect. We had, he said, gone through two stages since people began to think seriuosly of making alterations in our legal system. There was a time when sages of the law like Sir Edward Coke took an optimist view, and held that nothing could be better than the then existing system. The period during which our best jurists held such an opinion lasted down to Blackstone's time, but we had now another set who took a pessimist view, and thought nothing ever was so bad. He could not agree with the latter any more than with the former. He had been very much struck with some remarks made at a meeting of the society by Professor Katchenovsky, who, in speaking on international jurisprudence, said, "We have no sufficient grounds for adopting the opinion that the non-existence of a code is a great evil in itself. The Roman law, in its best times, consisted of incoherent rules and customs, but was administered more successfully than in the period of its codification. This free country also has no code; its constitution is established on the basis of the common law; but there is no doubt that the law is more solid, more respected, and better administered here than elsewhere." He was not endorsing all this. It was far from being his aim to throw out any suggestions against codification. Much has been done by the strong good sense of our Judges, but much still remained to be done, and might, by well applied labour, be effected in bringing the valuable body of our law into a complete, solid, and uniformed shape. Tracing back some of the defects in our law to the period intervening between the reign of Edward III. and the time of Lord Coke, he attributed those defects to defects in the minds of the lawyers of that period, who in law were doing just what Bacon found the philosophers doing in science. A certain course of law had been entered on and thereupon an immense amount of logical acumen was bestowed upon things as they existed without considering the state of society at the time when those ingenious lawyers were drawing out their devices. Noticing briefly the growth of the laws relating to real property, he alluded to the genius of Lord Mansfield, who had constructed a system of mercantile law, and brought forward a code which almost sufficiency served the purpose of the mercantile world to this day. A good deal, however, still remained to be done with regard to the law of partnership, particularly as it concerned joint-stock companies. It seemed impossible that the present system of monstrous conveyances should continue to exist, requiring six, seven, or eight skins to effect the transfer of a title to property. He remembered when a student in chambers to have seen two of these immense documents, one of which, although containing everything essential, while only a tenth part of the length of the other. On asking the reason he was told that one was a short form employed for those who only wanted that which was necessary, while the other was wanted for very wealthy people. If a conveyance could not be effected with one sheet of paper, at least one skin of parchment might suffice. Again, there, was need for a complete system of registration of titles. Coming to the administration of justice, be believed that the system of having two classes of courts instead of one resulted frequently in a failure of justice, and he instanced cases in which suitors clearly in the right in law lost their causes and had to pay costs because the action had been brought in the wrong court. It would not be difficult to apply a remedy, for the more eminent members of the bar succeeding to the common Law Bench had generally had much practice in equity, and had become acquainted with the procedure of the Equity Courts. On the other hand, there had been an influx of Common Law Judges into the Courts of Equity. It seemed to him that, in order to get a satisfactory code of law, a permanent Board consisting of at least three members, with other adequately paid gentlemen to assist them, should be formed, and they should supervise every public Act of Parliament just before the third reading, and report to Parliament how far the Act harmonized or did not harmonize with other Acts, and how far it adequately expressed its own intention. He saw numerous objections to the creation of a Minister of Justice, who being a Minister and probably having a seat in the Cabinet, would necessarily have many other calls on his time, and, besides, would be displaced whenever his party happened to be thrown out of office. In conclusion he expressed a conviction that we were in a ripe state for reforms in the laws relating to real property and in the administration of justice, and for an improvement of international law.

The hon. secretaries, Mr. H. R. Droop and Mr. A. C. Humphreys, read the names of various gentlemen proposed for election. A vote of thanks was passed to the chairman, and the proceedings terminated.

The University of Edinburgh has conferred the degree of LL.D. on Mr. William Forsyth, Q.C., standing counsel to the Secretary of State for India; and on the Right Hon. George Young, Q.C., M.P., the Lord Advocate for Scotland.

Mr. Ralph Augustus Benson, barrister-at-law, and magistrate of the Southwark police court, has succeeded to the possession of the estate of Lutwyche Hall, near Wenlock, in the county of Salop, by the recent death of his father, Mr. Moses G. Benson. Mr. R. A. Benson's mother was Charlotte Riou, only daughter of the late Colonel Lyde Browne, one of the 21st Fusiliers, who fell at the head of his regiment while suppressing Emmett's rebellion in Dublin in 1803. He was born in 1828, and was educated at Winchester and Christchurch, Oxford, and was called to the bar at the Inner Temple on the 26th of January, 1854. He was for many years a member of the Oxford Circuit, also practising at the Worcester sessions. In 1867, he was appointed one of the police magistrates of the metropolitan district, being originally attached to the Lambeth court; but on the death of Mr. Burcham in November, 1869, he was soon after transferred to the Southwark court. Mr. Benson married, in 1860, Henrietta Selina, only daughter of the late Charles Robert Cockerell, R.A., F.R.S., by which lady he has a family.

THE OFFICE OF UNDERSHERIFF OF LANCASHIRE.—At a recent special meeting of the Lancaster Law Society, held to consider a communication received from the Manchester Incorporated Law Association, the following resolution was adopted:—"That this meeting unanimously agrees with the principle enunciated by the Manchester Law Association in their resolution with reference to the impropriety of any solicitation of the office of undersheriff; and inasmuch as the office of undersheriff has four times within the last seven years been held by a member of this society and the Manchester Law Association having transmitted a copy of their resolution to the secretary, this meeting feels called upon to add to this resolution that if any member of this society has been guilty of the unprofessional conduct referred to, upon proof of the fact, this society would visit such member with the severest censure." The resolution of the Manchester Association was as follows;—"That the office of undersheriff for the county palatine of Lancaster is one not of emolument merely, but conferring professional status on its holder; that in the ordinary course it is filled by the private solicitor of the High Sheriff; that for any solicitor not occupying that position to solicit the appointment of undersheriff is an unprofessional interference with a party whose legitimate claims are ignored and sought to be superseded; and that any such application ought to be discountenanced by the general body of the profession in the county."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, May 5, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 93⅜	Annuities, April, '85
Ditto for Account, June, 93⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅞	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 91⅞	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 237
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80—	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	93
Stock	Caledonian	100	90
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	42⅜
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	125
Stock	Do., A Stock*	100	135½
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	91½
Stock	Lancashire and Yorkshire	100	141
Stock	London, Brighton, and South Coast	100	52
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	133¾
Stock	London and South-Western	100	96½
Stock	Manchester, Sheffield, and Lincoln	100	52½
Stock	Metropolitan	100	69
Stock	Midland	100	129½
Stock	Do., Birmingham and Derby	100	99
Stock	North British	100	37½
Stock	North London	100	118
Stock	North Staffordshire	100	64
Stock	South Devon	100	58
Stock	South-Eastern	100	84
Stock	Taff Vale	100	168

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

All the markets are firm, and Consols have advanced during the week. An influx of bullion, which has continued for some days, tends, of course, to support the price of Consols.

Messrs. Field, Wood, & Haynes have issued the prospectus of the Southern Railway Company of Ireland. Subscriptions are invited for 16,700 six per cent. Preferred Shares of £5 each in 835 certificates of 20 shares each equal to £100 stock each certificate, with interest during two years, the time fixed for construction, and for six moths afterwards guaranteed by investments in Consols. The Great Southern and Western Railway will provide the rolling stock, maintain the permanent way, and work the line at a maximum charge for the main railway of 50 per cent. on the gross receipts, to be gradually reduced to 45 per cent. as the traffic is developed.

The new policies issued by the Reliance Mutual Life Assurance Company during the past year were 734, assuring £243,322, and producing in annual premiums £8,835. The total income was £77,525; the claims by death, with bonus additions, were £27,633; and the accumulated fund now amounts to £280,029.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HARRISON—On May 2, at 2, Kensington-crescent, Kensington, the wife of Octavian B. C. Harrison, Esq., barrister-at-law, of a daughter.

LYDALL—On May 2, at 65, Ladbroke-grove, Notting-hill, the wife of John H. Lydall, Esq., of a son.

MUNNS—On April 29, at Mornington Lodge, Snaresbrook, Essex, the wife of Arnold S. Munns, Esq., of a son.

ROGERS—On May 2, at 25, Lowndes-street, Belgrave-square, the wife of Arundel Rogers, Esq., of the Inner Temple, barrister-at-law, of a son.

SETON-CHISHOLM—On April 23, at 13, Gloucester-crescent, Hyde-park, the wife of J. F. Seton-Chisholm, Esq., of Lincoln's-inn, of a son.

TATTON—On May 3, at 24, Lower Phillimore-place, Kensington, the wife of Walter Tatton, Esq., solicitor, of a daughter.

MARRIAGES.

ANDERSON—CLUTSAM—On April 11, at the Cathedral, Nassau, Bahamas, William John Anderson, of Lincolns-inn, barrister-at-law, to Mary Dora Somberville, youngest daughter of the late S. J. Clutsam, M.D.

WEST—SHARPE—On April 27, at Market Deeping, by the Rev. William Hildyard, M.A., rector, William Thomas West, of Market Deeping, solicitor, late of Lawrence Pountney-hill, London, to Georgiana, only daughter of Samuel Johnson Sharpe, of Market Deeping, solicitor.

WOLLASTON—WAKE—On May 2, at the parish church, Hove, Brighton, John Hammond Wollaston, solicitor, to Charlotte Henrietta, widow of Richard Wake, Esq., of Sandridge Park and Haccombe, Exeter.

DEATHS.

BENHAM—On April 30, at Syon Lodge, Isleworth, Edward Benham, Esq., of Isleworth, and 18, Essex-street, Strand, aged 48.

BROOKSBANK—On April 28, at 39, Cadogan-place, Theodore Brooksbank, Esq., barrister-at-law, in his 57th year.

CLOWES—On April 24, at the Elms, Iver, Sophia Ann, wife of John Ellis Clowes, Esq., of Iver, and formerly of the Inner Temple, and of Brunswick-square, London, solicitor, aged 74.

MACNAGHTEN—On May 1, at 84, Eccleston-square, Isabella, the beloved wife of Elliot Macnaghten, Esq.

MARA—On April 4, at Antigua, West Indies, the Hon. Richard Weston Mara, LL.D., Attorney-General of that island.

Sir John Pepys Kaye, who has just succeeded to a baronetcy, in consequence of the death of his grandfather, Sir John L. Lister-Kaye, is a maternal grandson of the late Lord Chancellor Cottenham.

The Attorney-General and his brother, Mr. Arthur B. Collier, are among the exhibitors at the Royal Academy this year. Sir Robert P. Collier's picture is a view of Mont Blanc, and his brother's is a Welsh winter scene.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 3.—By Messrs. HARDS, VAUGHAN, and LEIFCHILD.

Dominica, Sugar Estate of 599 acres, together with the valuable works thereon. Sold £5,500.

Jamaica, Two valuable Sugar Estates, known as Hopewell and Biddeford, containing 2,182 acres, with the plant, machinery, &c., and the dead and live stock. Sold £4,700.

By Messrs. EDWIN FOX & BOUSFIELD.

Winchester, Freehold Residence and 3 acres, situate at the foot of St. Giles's-hill. Sold £1,200.

Brixton, No. 1, Ampthill-place, term 30 years, net rental £40 10s. Sold £515.

No 3, Kensington-park-mews, a set of Stabling, held for 93 years at a ground rent of £5. Sold £315.

No. 13, adjoining, held for same term at a net rental of £37 per annum. Sold £315.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY May 2, 1871.

Woolf, David, & Sidney Woolf, King-st, Cheapside, Attorneys, &c. May 1.

Winding-up of Joint Stock Companies.

FRIDAY, April 28, 1871.

UNLIMITED IN CHANCERY.

East of England Bank.—Vice Chancellor Malins has, by an order dated, April 13, appointed Jacob Hy Tillett, Agas Goose, and John Orfeurs all of Norwich, to be the liquidators, in the place and stead of Jas Boatwright Gibbons and Jacob Hy Tillett, who have respectively resigned the office.

LIMITED IN CHANCERY.

Belgian Public Works Company (Limited).—Vice Chancellor Malins has, by an order dated April 21, ordered that the voluntary winding up of the the above company be continued, but subject the supervision of the court. Heritage, solicitor for the liquidators.

Cambrian Steam Packet Company (Limited).—Vice Chancellor Malins has, by an order dated April 20, appointed Peter Le Maistre, Fenwick st, Lpool, to be provisional official liquidator, for the express purpose of continuing the business of the company. Field & Co, Lincoln's-inn-fields; agents for Lowndes, Lpool, solicitor for the provisional official liquidator.

Copper Miners Company of South Australia (Limited).—Vice Chancellor Malins has, by an order dated April 21, ordered that the above company be wound up by this court. Plant, Crosby-hall-chambers, Bishopsgate-st, solicitor for the petitioner.

Heaton's Steel and Iron Company (Limited).—Vice Chancellor Wickens has, by an order dated April 21, ordered that the above company be wound up by the court. Johnson, Lincoln's-inn-fields, solicitor for the petitioner.

TUESDAY, May 2, 1871.

UNLIMITED IN CHANCERY.

Deal and Dover Railway Company.—The Master of the Rolls has, by an order dated April 24, ordered that the above company be wound up by this court. Sutton & Ommanney, Coleman-st, solicitors for the petitioner.

LIMITED IN CHANCERY.

Berlin Great Market and Abattoirs Company (Limited).—The Master of the Rolls has fixed May 10 at 11, at his chambers, for the appointment of an official liquidator.

Devonshire Silkstone Coal Company (Limited).—Vice Chancellor Malins has, by an order dated April 21, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of the Court of Chancery. Shaw & Tremellen, Gray's-inn-sq; agents for Watsons, Bury, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, May 2, 1871.

Economic Friendly Society, Market Hall, Brynmawr, Brecon. April 29.

Female Friendly Society, Griffin Inn, Heaton Norris, Lancashire. April 28.

Foxt Male Friendly Society, Fox and Goose Inn, Foxt, Stafford. April 21.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 28, 1871.

Child, Jas Mark, Begelley, Pembroke, Esq. May 1. Hook *v* Davies, M.R. James, Haverfordwest

Tyson. Thos, Euston-sq, Esq. May 24. Tyson *v* Tyson, V.C. Malins, Pawle & Fearon, New-inn

Fredricks, John Jestyn Williams, North-bank, Regent's-pk, retired Officer. May 22. V.C. Wickens, Gregory, Clement's-inn

TUESDAY, May 2, 1871.

Barlow, Jas, Dunkirk, nr Chesterton, Stafford, Farmer. May 30. Heath *v* Barlow, V.C. Wickens.

Burkill, John Hy, Rand Grange, York, Farmer. May 20. Godfrey *v* Burkill, V.C. Malins. Burkill, Winterton.

Dudley, Julia Ann, Nelson-ter, Stoke Newington, Widow. May 31. Willats *v* Tanner, V.C. Wickens. McLeod & Watney, London-st Fenchurch-st.

Garmeson, Emma, Hildrop-crescent, Camden-rd, May 15, Garmeson *v* Sharrod, V.C. Malins. Wedlake, Mitre-ct, Temple

Gery, Wm Hugh Wade, Bushmead Priory, Eaton Socon, Esq. May 31. Gery *v* Gery, V.C. Wickens. Parker & Co, Bedford-row

Hawks, Stephen Wright, Tynemouth, Northumberland, Ironmaster. June. 14 Hawks *v* Crawshay, V.C. Wickens. Clayton & Wainewright, Newcastle-upon-Tyne.

Ralfe, John Eaton, Charlton, Kent, Esq. May 22, Ralfe *v* Hawthorne M.R. Surman & Son, Lincoln's-inn-fields

Hood, Ann Williams, Marledge, Pembroke, Widow. May 22. Raisin *v* Hood, M.R. Powell & Co, Haverfordwest

Hughes, Mary, Llanfaes, Brecon, Widow. May 25. Williams *v* Hughes, V.C. Malins. Bishop, Brecon

Landon, Chas Richd. June 2. Re Landon, M.R. Flux & Co. East India-avenue

Livingstone, Chas Husband, Buckhurst-hill, Essex, Surgeon. June 2. Grant *v* Livingstone, V.C. Wickens. Clapham & Fitch, Bishopsgate-st, Without

Martin, Eliz. Ilfracombe, Devon, Widow. May 17. Cropton *v* Day V.C. Malins, Palmer, Barnstaple

Morgell, Mary, Tunbridge Wells, Kent, Spinster. May 31. Re Morgell V.C. Bacon. Buckston, Whitehall-pl

Sager, Eliz, Holly House, nr Todmorden York, Spinster. May 26. Sager *v* Ormerod, M.R. Stansfield, Todmorden

Sager, Wm, Todmorden, York, Tallow Chandler. May 26. Sager *v* Ormerod, M.R. Stansfield. Todmorden

Steel, Joseph, Manley House, Kennington-pk, Quartermaster. May 31. Steel *v* Steel, V.C. Wickens. Yeo & Warner, Hart-st, Bloomsbury

Stenteford, John, King Henry's-rd, Regent's-pk, Builder. June 12. Hindley *v* Stenteford, V.C. Wickens. Oliver, Lincoln's-inn-fields

Watson, David, Moulton, Lincoln, Farmer. May 29, Shelton *v* Ashby, M.R. Bonner & Calthrop, Spalding

Winterborn, Jas, Brighton, Sussex. May 29. Corney *v* Winterborn, V.C. Malins, Monckton, Raymond-bldgs, Gray's-inn

NEXT OF KIN.

Ager, Chas, Stroud-green-lane, Hornsey, Gent. May 25. Ager *v* Ould, M.R.

Selby, Catherine, Ilkston-on-the-hill, Leicester. June 1. Simpson *v* Parr, V.C. Malins.

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, April 28, 1871.

Beane, Geo, Halifax, York, Sergeant. May 15. Jubb & Co, Halifax.

Bethel, Urenia, Kellaways, Wilts, Widow. June 1. Little & Little, Bath

Bowers, Robt Arnold, Romford, Essex, Surgeon. June 9. Minet & Co, New Broad-st

Bracher, Jas, Berrybrook, Wilts, Gent. June 1. Bell & Freame, Gillingham

Brett, John, Buckland, Southampton, Gent. June 24. Moore & Co, Lymington

Chalmers, Fanny Jane, Redcliffe-st, West Brompton. May 24. Housman, Bromsgrove

Davies, David, Plasynglyn, Denbigh, Gent. July 1. Minshall, Oswestry

Drape, Isaac, Holme Cultram, Cumberland. May 27. Donald, Carlisle

Finney, Richd, Monyash, Derby, Gent. June 1. Stone, Wirksworth

Garside, Wm, Worksop, Nottingham, Timber Merchant. June 1. Whall

Godsall, Wm, Hereford, Gent. July 1. James & Bodenham, Hereford

Line, Thos, Uxbridge, Middlesex, Licensed Victualler, June 29. Woolls, & Co, Uxbridge

Manley, Robt, Barnsbury-rd, Islington, Gent. May 15. Noton, Gt Swan-alley, Moorgate-st

Martin, Isaac, Whitehaven, Cumberland, Gent. June 1. Mason, Whitehaven

Merwood, Geo, West Cowes, Isle of Wight, Master Mariner. June 1. Dawnant, Cowes

Morris, Richd Stephen, Guildford, Surrey, Butcher. June 10. Charnock, Gray's-inn-sq

Perceval Hy, Legge, Commander R.N. June 6. Boodle & Partington, Davies-st, Berkeley-sq

Pollard, Wm, Hertford, Gent. June 22. Spence & Hawks, Hertford

Price, Richd, Wharton, Chester, Stone Mason. April 21. Cooke Winsford.

Prior Laura Murray, Bath, Somerset, Widow. June 5. Benbow & Saltwell, Stone-bldgs, Lincoln's-inn

Richmond, Saml Goodliffe, Bexley Heath, Kent, Gent. May 31. Russell Co, Old Jewry-chambers

Selby, Edwd, Stoke Newington-rd, Esq. June 21. Clarke, Finsbury-pl

Shenton, Geo, Lilleshall nr Newport, Salop, Yeoman. Aug 1. Fisher & Hodges, Newport

Shenton, Sarah, Lilleshall nr Newport, Salop, Widow. Aug 1. Fisher, Newport.

Smale, Hy Lewis, Brighton, Sussex, Esq. June 30. Laurie & Keen, Dean's-ct, Doctor's-commons

Smith, Thos, Tunbridge-wells, Kent, Brewer. June 1. Stone & Co, Tunbridge Wells

Tonks, Thos, Handsworth, Stafford, Merchant. Aug 26. Dimbleby, Birm

Walker, Alfred, Margate, Kent, Esq. June 1. Gellatly & Co, Lombard-ct, Gracechurch-st

Walkley, Jonathan, Lower Withington, Chester, Farmer. June 2. Hand, Macclesfield

Wallace. Rev Arthur Capel Job, Monks Eleigh, Suffolk, Rector. May 31. Elwes, Furnival's-inn, Holborn

West, Nathaniel, Iver, Bucks. Butcher. June 29. Wools & Co, Uxbridge

Wortley, Jas Fredk Hy Stuart, Wortley Hall, York. June 10 Bennett & Co, New-sq, Lincoln's-inn.

TUESDAY, May 2, 1871

Baines, Mary, Belgrave-ter, Stockwell, Widow. May 28. Weall, Bell-yd, Doctor's-commons

Bennett, Wm Helling, Camden-hill-rd, Kensington, Gent. June 30. Rooker & Co, Plymouth

Brett, John, Buckland, Southampton, Gent. June 24. Moore, & Co, Lymington

Broughton, John, Lpool Joiner. May 15. Aspinall & Bird, Lpool

Cave, Hy, York, Engraver. July 1. Dale, York

Darby, Ann. Spring Villa, Halesowen, Worcester, Widow. June 24. James & Oerton, Birm

Edgar, Eliz, Springfield, Essex, Widow. July 1. Wallace & Lyus, Diss

Eland, Geo, Thrapston House, Northampton, Banker. June 10. Palmer, Eland & Nettleship, Trafalgar-sq, Charing-cross

Faith, Geo, Tulse-hill, Surrey. June 10. Clarke & Co Coleman-st

Greenough, Mary, Southport, Lancaster, Widow. June 15. Taylor, Wigan

Harfield, Thos, Birm, Publican. June 1. Baker, Birm

Haycock, Edwd, Shrewsbury, Salop, Architect. June 1. Scarth & Sprott, Shrewsbury

Horwood, Matthew, Brasted, Kent, Esq. Sept 1. Waltons & Co, Gt Winchester-st

Jones, Wm Beale, Kingston-on-Thames, Surrey, Chemist. May 31. Morrison, Reigate

Landon, Wm, New-Burlington-st, Woollen Warehouseman. Aug 1. Richardson & Sadler, Golden-sq

Lansdown, Thos, Baker-st, Clerkenwell, Gent. May 31. Robinson & Co, Charterhouse-sq

Leech, Richd, Burtonwood, Lancashire, Yeoman. June 1. Cheshire, Northwich.

Marshall, John, Horsforth Hall, York, Esq. June 30. Payne & Co, Leeds

MacLaren, Jas, Manch, Merchant. June 30. Cunliffe & Leaf, Manch

Morley, Wm, Garforth, nr Leeds Land Agent. May 30. Dibb & Co, Leeds

Olverson, Mary, West Derby nr Lpool, Spinster. May 20. Martin, Lpool

Osborn, John, St Felix Daly, Loudoun-rd, St John's-wood, Esq. June 1. Wilkinson, John-st, Bedford-row

Pennington, Alfred, Hindley, Lancashire, Cotton Spinner. June 15. Taylor, Wigan

Richardson, Wm Westbrook, Brighton Esq. May 31. Parker & Co, Bedford-row

Robinson, Sarah, Grundisburgh, Suffolk, Widow. June 3. Lawrance, Ipswich

Sadler, Wm, Mansfield, Nottingham, Grocer. July 1. Woodcock Mansfield

Thomas, Fras, Bedford, Widow, June 24. Leach, Lancaster-pl, Strand

Travers, Robt Wilson, Laurel-pl, Wells-st, Hackney, Gent. June 1. Marsh, High-st, Poplar

Walker, Saml, Northampton, Esq. Aug 1. Walker, Northampton

Young, Jane, Bishopwearmouth, Durham, Widow. May 13. Bell, Sunderland

Bankrupts.

FRIDAY, April 28, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Attia, Simon, Gracechurch-st, Merchant. Pet April 27. Hazlitt. May 10 at 11.30

Brooke, Joseph, Fashion-st, Spitalfields, Rag Merchant. Pet April 27. Pepys. May 9 at 12

Burton, Fredk, Tottenham, Grocer. Pet April 25. Hazlitt. May 23 at 11

Lyons, Hy Julius, Oxford-st, Dealer in Fancy Goods. Pet April 25. Hazlitt. May 10 at 11

Tooth, Alfd, St. Thomas's-st, Borough, Beer Merchant. Pet April 27 Murray. May 23 at 12

To Surrender in the Country.

Brown, Joseph, Stockport, Chester, Waste Dealer. Pet April 22. Hyde. Stockport, May 12 at 12

Browing, Eliz Ann, Meopham, Kent, Spinstor. Pet April 24. Acworth Rochester, May 12 at 2

Daniel, John, Elms Farm, Broad Heath, Worcester, Farmer. Pet April 25. Crisp. Worcester, May 10 at 11

Davis, Richd, Hagley, Worcester, Coal Dealer. Pet April 21. Harward Stourbridge, May 12 at 11

Jones, John, Llanrwst, Denbigh, Butcher. Pet April 22. Jones. Bangor May 10 at 12

Joyce, Wm, Birm, Builder. Pet April 25, Chauntler. Birm, May 23 at 11

Holcombe, Wm, Exeter, Boot Maker. Pet April 24. Daw. Exeter, May 9 at 11

Hoskin, Wm, Landrake, Cornwall, Carrier. Pet April 26. Pearce. East Stonehouse, May 13 at 11

Pring, Robt, & Hy Burgoyne Pring, Newport, Monmouth, Steam Tug Owners. Pet April 26. Rogerts. Newport, May 12 at 1
Pulford, John, Chester, Hay Dealer. Pet April 24. Porter. Chester, May 10 at 12
Sansom, Thos, Toxteth-pk, Ship Owner. Pet April 24. Watson. Lpool, May 11 at 2
Smith, Hy, South Ockendon, Essex, Farmer. Pet April 25. Gepp. Chelmsford, May 15 at 11
Toft, John, Stafford, Innkeeper. Pet April 22. Spilsbury. Stafford, May 15 at 11
Tregunna, John, Truro, Cornwall, Travelling Draper. Pet April 26. Chilcott. Truro, May 10 at 11

TUESDAY, May 2, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cornell, Thos Elsom, Hart-st, Mark-lane, Wine Broker. Pet April 27. Pepys. May 26 at 2
Crawford, Chas Geo, & William Cruickshank, Leadenhall-st, East India Merchants. Pet April 24. Brougham. May 26 at 1
Elliott, Hy Jas, Kentish Town-rd, Corn Merchant. Pet April 25. Hazlitt. May 25 at 11
Martin, Jas Wm, Alma-villas, East Dulwich, Builder. Pet April 29. Roche. May 23 at 1

To Surrender in the Country.

Asquith, Saml, Cleckheaton, York, Fishmonger. Pet April 28. Robinson. Bradford, May 16 at 9
Balle, William, Exeter, Printer. Pet May 1. Daw. Exeter, May 15 at 11
Brandt, John, Manch, Merchant. Pet April 27. Kay. Manch, May 25 at 9.30
Dundas, Wm Walter, Colchester, Lieut H.M.'s 60th Rifles. Pet April 22. Barnes. Colchester, May 13 at 11
England, Chas Wm, Kingston-upon-Hull, Oil Merchant. Pet April 28. Phillips. Kingston-upon-Hull, May 15 at 12
Keast, John, Hayle, Cornwall, Shoe Warehouseman. Pet April 27. Chilcott. Truro, May 13 at 11
Mercer, Chas Cullen, Teignmouth, Devon, Builder. Pet April 21. Daw. Exeter, May 15 at 11
Northall, John, & Stephen Smart, Netherton, Worcester, Gas Tube Manufacturers. Pet April 29. Walker. Dudley, May 16 at 12
Pearse, John, Torquay, Devon, Builder. Pet April 27. Daw. Exeter, May 13 at 12
Robinson, Watson, Blyth, Northumberland, Newspaper Proprietor. Pet April 28. Mortimer. Newcastle, May 13 at 11.30
Shaw, Hy, Birkenhead, Cheshire, Upholsterer. Pet April 27. Wason. Birkenhead, May 13 at 10
Wills, Jas, Stockwell, West Alvington, Devon, Machinist. Pet April 27. Pearce, East Stonehouse, May 20 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, April 28, 1871.

Jamieson, Robt, Ashton-under-Lyne, out of business. April 13
Tomkins, Wm, Plumstead, Kent. April 26
Winn, Wm, Lpool, Draper. April 24

TUESDAY, May 2, 1871.

Aman, Godfrey Joachim, Lpool, Cotton Broker. March 18
Hughes, Wm, Gt Yarmouth, Norfolk, Draper. April 26
Way, Wm Philip, Andover-rd, Hornsey, Tailor. April 28

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 28, 1871.

Allen, Jas, Lee, Kent, Builder. May 11 at 2, at office of Pook, Queen Elizabeth-row, Greenwich
Armitage, Chas, Huddersfield, York, Ladies' Outfitter. May 17 at 4, at office of Barker & Sons, Ramsden Estate-buildings, Huddersfield.
Beal, Wm Edwd, and John Beal, Mile Town, Sheerness, Kent, Milkmen. May 11 at 11, at office of Mole, Edward-st, Sheerness
Bell, Jas, Derby, Tobacconist. May 15 at 12, at offices of Leech, Full-st, Derby
Bough, Edwd, Morton, Derby, Miner. May 11 at 3, at office of Gee, High-st, Chesterfield
Bourne, Thos, Shirley, Derby, May 13 at 2, at the Green Man Hotel, Ashborne. Holland, Ashborne
Bradley, Richd, St John's-rd, Hoxton, Tailor. May 16 at 2, at office of Nind, Basinghall-st
Brook, Frank, Newport, Isle of Wight, Carver. May 11 at 3, at Warburton's Hotel, Newport. Urry, Ventnor
Brown, John, Tolpuddle, Dorset, Brewer. May 10 at 11, at the Antelope Hotel, Dorchester. Howard, Weymouth
Browning, Chas, North Petherton, Somerset, Blacksmith. May 11 at 12, at offices of Reed & Cook, King's-sq, Bridgwater
Brucksbaw, John, Market Drayton, Salop, Agricultural Engineer. May 15 at 11, at the Corbet Arms Hotel, Market Drayton
Bych, Hy, Alexandra-road, Norwood, Builder. May 10 at 2, at office of Brewer, Mark-lane
Cameron, Alex, Cardiff, Glamorgan, Draper. May 10 at 1, at offices of Beckingham, Bristol. Morgan
Charles, Thos, Pelham-pl, South Kensington, Wine Merchant. May 12 at 3, at offices of Hodgson, Salisbury-st, Strand
Chibnall, Arthur, Bedford, Builder. May 12 at 12, at office of Conquest, Duke-st, Bedford
Clarke, Edith Maria, Gt Yarmouth, Norfolk, Schoolmistress. May 11 at 12, at the Star Inn, Gt Yarmouth. Emerson & Sparrow, Norwich.
Clode, Francis John Anning, Axminster, Devon, Innkeeper. May 10 at 2, at the Dolphin Hotel, Honiton. Every
Clow, Fredk, Cross-st, Islington, Earthenware Dealer. May 5 at 12, at office of Davies, Blomfield-st
Coates, Wm, Middleham, York, Coachbuilder. May 10 at 1, at the Golden Lion Hotel, Northallerton. Teale, Layburn
Coleman, Chas, Hart-st, Wood-st, Fancy Warehouseman. May 11 at 12, at office of Nicholson, Gresham-st. Montagu, Bucklersbury
Coley, Thos Wm Hy, Cradley-heath, Stafford, Chain Manufacturer. May 10 at 12, at offices of Homfray & Holberton, High-st, Brierley-hill
Comminada, Jean Baptiste, Newcastle-under-Lyne, Patent Medicine Vendor. May 12 at 3, at offices of Litchfield, Bagnall-st, Newcastle-under-Lyne
Dalton, Saml, Mayfield-rd, Dalston, Commercial Traveller. May 17 at 3, at offices of Piesse & Son, Old Jewry-chambers
Downham, Thos, Preston, Lancashire, Boot Dealer. May 10 at 11, at offices of Forshaw, Cannon-st, Preston
Edwards, Hy, Whitehaven, Cumberland, Builder. May 10 at 11, at office of Atter, New Lowther-st, Whitehaven
Elliott, Margaret, Bridgend, Glamorgan, Boot Dealer. May 10 at 1, at offices of Barnard & Co, Albion-chambers, Bristol. Stockwood, jun
Fenn, Saml, Birm, Tailor. May 10 at 1, at offices of Southall & Son, Newhall-st, Birm
Galloway, John, Stockton-on-Tees, Lime Merchant. May 11 at 11, at offices of Thompson, Finkle-st, Stockton-on-Tees
Gerrard, John, Bolton, Lancashire, Ironmonger. May 15 at 3, at the Clarence Hotel, Spring-gardens, Manch
Gill, Richd John, Devenport, Devon, Plumber. May 18 at 12, at offices of Gilbard, Chapel-st, Devonport
Hall, John, Brownhills, Stafford, Beer Retailer. May 12 at 2, at office of Glover, Park-st, Walsall
Hammond, John, Manch, Paper Hanging Manufacturer. May 11 at 11, at office of Walmsley, Ridgefield, Manch
Harbridge, Isabella, Lpool, Cartowner. May 22 at 3, at offices of Etty, Lpool
Harrisson, Thos Norman, Guildford-st, St Pancras, out of business. May 8 at 12, at the London Tavern, Bishopsgate-st. Smith, Gt James-st, Bedford-row
Hemsoll, Joseph Vincent, and Wm Fredk Hemsoll, Sheffield, Printers. May 9 at 4, at office of Simpson, North Church-st, Sheffield
Hill, John, Upper North-st, Poplar, and John Hy Sollitt, Perry's-close, East India-rd, Saw Mill Proprietors. May 11 at 2, at offices of Somes & Co, Moorgate-st. Hudson & Co, Bucklersbury
Hollins, Jas, Hanley, Stafford, Draper. May 11 at 3, at the Macclesfield Arms Hotel, Macclesfield, Tennant, Hanley
Hollinson, Wm Joshua, Burslem, Stafford, Grocer. May 4 at 3, at offices of Lees, Waterloo-rd, Burslem
Hoyland, Joseph, Blackley, Lancashire, File Manufacturer. May 9 at 2, at offices of Hulton & Lister, New Bailey-st, Salford
Jelley, Hy Albert, Grantham, Lincoln, Draper. May 15 at 2, at offices of Foreman & Cooper, Gresham-st. Reed & Co, Gresham-st
Keeping, Wm, Bristol, Tobacconist. May 12 at 12, at offices of Barnard & Co, Albion-chambers, Bristol. Salman, Bristol
Kellond, Edwin, Warwick-rd West, Paddington, Builder. May 11 at 12, at offices of Nisbet & Co, Lincoln's-inn-fields
Lloyd, Wm, Milford Haven, Pembroke, Grocer. May 13 at 10.5, at the Townhall, Guildford-sq, Carmarthen. Parry, Pembroke Dock.
Matthews, Geo, Hanley, Stafford, Butcher. May 16 at 11, at the Saracen's Head Hotel, Hanley. Jones, New-inn, Strand; Agent for Welch, Hanley.
McAdam, Christopher, Swansea, Glamorgan, Saddler. May 9 at 2, at offices of Barnard & Co, Albion-chambers, Bristol. Brown & Davies, Swansea.
Murphy, Jeremiah, Dewsbury, York, Grocer. May 11 at 3, at offices of Scholes & Breary, Leeds-rd, Dewsbury.
Neill, Jas, Normanby, York, Brewer. May 12 at 11, at office of Belk, North-st, Middlesborough.
Newton, Isaac, Lpool, Carver. May 15 at 3, at offices of Ivey, South John-st, Lpool.
Nichols, Thos, Crewe, Chester, Coal Merchant. May 15 at 2, at the Royal Hotel, Crewe. Sherratt, Talk-on-the-Hill
Northmore, Walter, Haverigg, Cumberland, Butcher. May 13 at 2, at the Station Hotel, Holborn-hill, Millom. Webster
Partington, David, Lpool, Hat Manufacturer. May 12 at 3, at office of Carver, Whitechapel, Lpool
Pemberton, Anthony, Lpool, Painter. May 9 at 3, at office of Smith, Cork-bldgs, Freeson's-row, Lpool
Perks, Feargus, Birm, Bedstead Manufacturer. May 12 at 3, at office of Jaques, Cherry-st, Birm
Pogmore, Wm Joseph, Doncaster, York, Butcher. May 10 at 12, at the Old George Hotel, Market-pl, Doncaster. Peagram, Doncaster
Roberts, John Wall, Roman-rd, Old Ford, Oilman. May 5 at 12, at office of Carr, Rood-lane
Rolfe, Harry, Chepping Wycombe, Buckingham, Innkeeper. May 13 at 11, at 90, Easton-st, High Wycombe
Rollings, John, Taunton, Somerset, Coal Merchant. May 11 at 11, at offices of Trenchard, Upper High-st, Taunton
Sawyer, Wm Walter, Manch, Carver. May 16 at 3, at offices of Hardy, St James's-sq. Manch
Sears, Jas, Northampton, Shoe Manufacturer. May 12 at 3, at offices of Jeffery & Son, Newland, Northampton
Sharrad, Thos, Hanley, Stafford, Smallware Dealer. May 12 at 3, at the Saracen's Head Hotel, Hanley. Tennant, Hanley
Simpson, Geo Robt, Colchester, Essex, Baker. May 10 at 4, at the Fleece Hotel, Head-st, Colchester. Philbrick & Son, Colchester
Smith, David, Marton, York, out of business. May 11 at 1, at offices of Dobson, Gasford-st, Middlesborough
Smith, John, Neston, Chester, Draper. May 10 at 3, at offices of Roberts & Dickson, Newgate-st, Chester.
Smith, Wm, Eye, Suffolk, Brazier, May 17 at 11, at offices of Gudgeon, Bury-st, Stourmarket
Stafford, John, Dove Holes Dale, Chapel-en-le-Frith, Derby, Beer Retailer. May 10 at 4, at the Grapes-inn, Stockport. Ward, Manch.
Staniar, Wm, Butt-lane, Audley, Stafford, Innkeeper. May 2 at 10, at offices of Cooper, Lawton-st, Congleton
Stenning, Geo, Haslemere, Surrey, Carpenter. May 13 at 2, at office of Curtis, High-st, Guildford
Swales, Robt Myers, Leeds, Engineer. May 15 at 1, at offices of Hargreaves, Market-st, Bradford
Talbot, Fredk Thos Cooper, Shepherd's-bush Station, Timber Merchant. May 17 at 11, at offices of Watson & Sons, Bouverie-st, Fleet-st
Tarrant, Wm Hy, Swindon, Wilts, Mason. May 10 at 12, at offices of Kinneir & Tombs, High st, Swindon
Thomas, Wm, Ystrad Rhondda-valley, Glamorgan, Timber Merchant. May 11 at 11, at office of Daltons & Co, Working-st, Cardiff.

Thompson, Jas John, St Johns-road, Hoxton, Corn Dealer. May 9 at 12, at offices of Beesley, Bedford-row. Daniel
Thompson, Richd Bishop, Exmouth, Devon, Baker. May 8 at 11, at office of Gould, Exe View-ter, Exmouth
Tyers, Wm, jun, Nottingham, Joiner. May 8 at 12, at offices of Cranch & Rowe, Low-pavement, Nottingham
Unitt, John, Bilston, Stafford, Tobacconist. May 11 at 12, at offices of Whitehouse, Queen-st, Wolverhampton
Walker, Edwd, East Retford, Notts, Confectioner. May 16 at 11, at the Pheasant-inn, Carol-gate. Mee & Co, East Retford
Whincopp, Wm, Woodbridge, Suffolk, Wine Merchant. May 19 at 3, at office of Moulton, New-st, Woodbridge
Whines, Arthur, Towcester, Northampton, Grocer. May 11 at 1, at the Bear-inn, High-st, Towcester. White, Northampton
Williams, John, Llanfairfechan, Carnarvon, Slater. May 11 at 1, at the British Hotel, Bangor. Luck, Llanfairfechan
Williams, John, jun, Birm, Chandelier Manufacturer. May 12 at 12, at offices of Beale & Co, Waterloo-st, Birm
Wilson, Benj, Manningham York, Staff Merchant. May 19 at 10, at offices of Hargreaves, Market-st, Bradford
Wilson, Thos, Red Lion-st, Clerkenwell, Refreshment House Keeper. May 12 at 2, at office of Mason, Symond's-inn, Chancery-lane
Wood, Philip, Church Hulme, Chester, Grocer. May 13 at 11, at office of Fletcher, Northwich

TUESDAY, May 2, 1871.

Base, Jacob, jun, West-st, Mile End Old-town, Carman. May 15 at 4, at offices of Hilleary & Tunstall, Fenchurch-bldgs
Bennett, Thos, Lpool. May 16 at 3, at office of Samuell, Cook-st, Lpool
Birkley, Joseph, York, Watchmaker. May 17 at 11, at offices of Mann & Son, New-st, York
Black, Alexander, Newport, Monmouth, Draper. May 17 at 12, at offices of Batchelor, Commercial-st, Newport
Bliss, Thos, Ross, Hereford, Mercer. May 15 at 12, at offices of Davies, Churchyard, Ross
Broadbent, Edwd Kissack, Leeds, Grocer. May 11 at 3, at office of Simpson, Albion-st, Leeds
Brown, Sidney, Salisbury, Wilts, Builder. May 17 at 2, at the Three Swans Hotel, Salisbury
Browne, Jeremiah Thos, Lpool, Hatter. May 15 at 2, at offices of Tyrer & Co, North John-st, Lpool
Bull, Richd, Stafford, Builder. May 22 at 12, at office of Morgan, Martin-st, Stafford
Cane, Wm, Beckington, Somerset, Saddler. May 17 at 4, at offices of McCarthy, King-st, Frome
Cann, Geo, West-sq, Lambeth, out of business. May 11 at 3, at office of Marshall, Lincoln's-inn-fields
Clark, Hy, Ipswich, Suffolk, Tailor. May 26 at 12, at offices of Pollard, St Lawrence-st, Ipswich
Clark, Jas Buchanan, Catherine-ct, Tower-hill, Commission Merchant. May 26 at 12, at the Guildhall Coffee-house, Gresham-st. Crump, Philpot-lane
Claypole, Josiah, Bristol, Hosier. May 15 at 1, at offices of Gower, Cheapside
Coulthard, Jas, Manch, Wheelwright. May 16 at 3, at office of Shippey, Cooper-st, Manch
Denton, Ann Frances & Chas Hughes Denton, Halifax, York, Chemists. May 12 at 3, at offices of Jubb & Co, Halifax
Doel, Wm, Row Farm, Hemington, Somerset, Farmer. May 15 at 11, at office of Bartrum, Northumberland-bldgs, Bath
Earnshaw, Chas, Huddersfield, York, Grocer. May 13 at 3, at offices Horsefall, Victoria Tavern, Shambles, Huddersfield
Fleury, Chas, Christchurch-rd, Streatham, Gent, May 15 at 3, at offices of Chauntier & Co, Gray's-inn-sq
Fryer, Thos, Talk-on-the-Hill, Stafford, Joiner. May 15 at 11, at the Royal Hotel, Crewe. Sherratt, Talk-on-the-Hill
Gant, Edwd, John, Norwich, Publican. May 12 at 11, at office of Clabburn, London st, Norwich
Geer, Jas, Cranbrook, Kent, Tanner. May 12 at 2.30, at the Bull-inn, Cranbrook, Langham, Hastings
Gilbert, Jeffery, Tenderden, Kent, Cattle Salesman. May 16 at 3, at the Royal Oak Hotel, Ashford. Minter, Folkestone
Giles, Job, Southwick, Wilts, Baker. May 12 at 3, at offices of Foley The Parade. Trowbridge
Goldsworthy, Jesse, Pitminster, Somerset, Carpenter. May 18 at 12, at offices of Budge, North-st, Taunton
Grant, Ann, Chigwell-row, Essex. May 16 at 12, at offices of Poncoine, jun, Raymond's-bldgs, Gray's-inn
Gray, John, Leicester, Grocer. May 12 at 1, at offices of Owston, Friar-lane, Leicester
Griffiths, John & Thos Thomas, Newport, Monmouth, Contractors. May 15 at 11, at offices of Williams & Co, Exchange, Bristol. Graham, Newport
Hanning, Jas & Wm Worth Rowe, Manch, Tailors. May 15 at 11, at office of Watts, Cooper st, Manch
Harpur, Joseph, Cheltenham, out of business. May 15 at 3 at offices of Ridge, Promenade bldgs, Colonnade, Cheltenham
Harrison, Joseph, Kingston-upon-Hull Provision Merchant. May 15 at 12, at offices of Lee & Thorney, Parliament st, Kingston-upon-Hull
Hawkins, John Tanner, Lee-st, Kingsland, Ale Merchant. May 15 at 12, at the Law Institution, Chancery-lane. Burton & Co
Hayward, Owen, Tunbridge Wells, Kent, Butcher. May 15 at 11, at office of Andrews, Calverley Mount, Tunbridge Wells
Hedges, Geo, Oxford, Paper Hanger. May 16 at 1, at 21 Commercial st, London
Hiddleston, Wm, Lpool, Draper. May 16 at 3, at offices of Barrell & Rodway, Lord st, Lpool
Hinder, Isaac, Caerleon, Monmouth, Smith. May 16 at 2, at offices of Graham, Commercial st, Newport
Howe, Wm, Carlisle, Coach Builder. May 15 at 11, at office of Wannop, Carruther's ct, Scotch st, Carlisle
Hobbs, Frances, West End, Wickwar, Gloucester. May 15 at 11, at offices of Wright, Wotton-under-Edge. Press & Inskip, Bristol
Howles, Hy Fleming, Stafford, Bricklayer. May 13 at 10, at offices of Brough, St Mary's pl, Stafford
Johnson, Joseph, Jasmine grove, Penge, Builder. May 12 at 11, at offices of Hayles & Co, King-st, Cheapside. Wild & Co, Ironmonger lane
Jones, Thos, Everton, Lpool, Plumber. May 15 at 2, at office of Sheen & Martin, South John-st, Lpool. Jamieson
Jones, Thos Francis, jun & Wm Lutwyche Jones, Ironfounders. May 17 at 12, at offices of Beale, Waterloo st, Birm
Kay, Jane, Stockton, Durham, Whitesmith. May 13 at 11, at offices of Dodds & Trotter, Finkle st, Stockton-on-Tees
Knight, Wm, Stafford, out of business. May 13 at 11, at offices of Brough, St Mary's pl, Stafford
Lay, John, Aston, Birm, Edge Tool Maker. May 12 at 3, at office of of Parry, Bennett's hill, Birm
Lindsey, Jas Wm, Aldermanbury, General Warehouseman. May 15 at 11, at offices of Buchanan, Basinghall-st
Lloyd, Wm, Neyland, Pembroke, Builder. May 13 at 10.5, at the Town-hall, Guildhall sq, Carmarthen. Parry, Pembroke Dock
Lomax, John, Farnworth, Lancashire, Engineer. May 15 at 2, at the Swan Hotel, Churchgate, Bolton. Winder, Bolton
Miller, Wm Hy, Lpool, Tailor. May 16 at 2, at office of Harmood & Co, North John-st, Lpool. Laces & Co, Lpool
Moffat, Robt John, Arthur Case & John Moffat, Weston-st, Bow-common, Paraffin Wax Refiners. May 16 at 12, at office of Buchanan, Basinghall-st
Morgan, Chas, Newport, Monmouth, Auctioneer. May 18 at 11, at offices of Williams, Dock-st, Newport
Morgan, Edwd, Queen-st, Cheapside, Stationer. May 10 at 2, at offices of Stocken & Jupp, Leadenhall-st
Morris, John Hy, Tenterden, Kent, Grocer. May 15 at 12, at offices of Lawrance & Co, Old Jewry-chambers
Nelson, Michael, Bradford, York, Printer. May 13 at 10, at offices of Green, Aldermanbury
Neville, Hannah, Burton-upon-Trent, Grocer. May 15 at 11, at office of Stevenson, Horninglow-st, Burton-upon-Trent
Newsome, Geo Thos, New North-rd, Baker. May 10 at 12, at offices of Brett & Co, Leadenhall-st. Briant, Winchester-house, Old Broad-st
Peacock, Chas, Haughton, Salop, Farmer. May 16 at 3, at the Guildhall, Oswestry. Montford, Oswestry
Oxley, Jas, Congleton, Chester, Trimming Manufacturer. May 16 at 10, at offices of Cooper, Lawton-st, Congleton
Pearman, Fredc, Aylesbury, Bucks, out of business. May 18 at 2, at offices of Daniels & Limbert, Poultry
Pipe, Wm, Euston-rd, Upholsterer. May 9 at 11, at offices of Warrand, Newgate-st
Price, Thos, Monks Coppenhall, Chester, Innkeeper. May 15 at 11, at office of Cooper, Mill-st, Crewe
Prince, Wm Wood, Bradford, York, Corndealer. May 13 at 12, at offices of Green, Aldermanbury, Bradford
Pryor, Wm, Hoddesdon, Herts, Upholsterer. May 15 at 12, at Garraway's Coffee-house, Change alley, Cornhill. Sparham, St. Benet's pl, Gracechurch st
Ross, Jas Augustus, Taunton, Somerset, Gent. May 16 at 11, at offices of Trenchard, Upper High st, Taunton
Rowe, Geo, Teignmouth, Devon, Grocer. May 15 at 4, at office of Harris & Co, Gandy st chambers, Exeter
Stembridge, Wm Sparkes, Gracechurch st, Gum Merchant. May 17 at 12, at offices of Swann & Co, Chancery lane
Stevens, Wm Dixon, Kingston upon Hull, Joiner. May 15 at 2, at office of Summers, Manor st, Kingston upon Hull
Sykes, Benj, Morpeth st, Bethnal green, Butcher. May 8 at 2, at office of Hicks, Bevois ct, Basinghall st
Taylor, Hy, Caister, next Gt Yarmouth, Norfolk, Butcher. May 16 at 11, at office of Wiltshire, Regent st, Gt Yarmouth
Taylour, John Fitzgerald, Chigwell row, Essex, Gent. May 16 at 1, at offices of Poncione, jun, Raymond bldgs, Gray's inn
Thomas, Chas Johnson, Worthing, Sussex, Draper. May 19 at 2.30, at office of Willett, Gray's inn sq
Thomas, Geo, Colchester, Essex, Manager. May 15 at 4, at the Geoege Hotel, Colchester. Jones, Colchester
Thompson, John, Appleby, Lincoln, Tailor. May 12 at 1, at office of Rollit & Son, Trinity house lane, Kingston upon Hull
Thornber, Benj, Bedford, Chemist. May 16 at 2, at office of Stimson, Mill st, Bedford
Tidman, Esau, Bristol, Grocer. May 12 at 11, at offices of Plummer, Bristol chambers, Nicholas st, Bristol
Tinley, Francis Jas, Wigan, Lancashire, Tailor. May 13 at 11, at office of Leigh & Ellis, Commercial yd, Wigan
Von Eyck, Emil, Warwick, Artist. May 16 at 11, at the Globe Hotel, Market pl, Warwick. Snape
Walters, Thos, Sale, Chester, Stationer. May 18 at 3, at offices of Gardner & Horner, Cross st, Manch
Watson, Edwd Cowham, Kingston upon Hull, Grocer. May 13 at 11, at office of Summers, Manor st, Kingston upon Hull
White, Richd, Box hill, Box, Wilts, Grocer. May 10 at 12, at offices of Simmons & Clark, Manvers st, Bath
Willey, Hy, Taunton, Somerset, Dairyman. May 18 at 11, at office of Budge, North st, Taunton